



## **AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY**

**REGULAR CC/RDA MEETING  
Council Chamber in City Hall  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234**

**WEDNESDAY, NOVEMBER 14, 2001**

**Study Session - 3:00 p.m.  
Regular Meeting - 7:30 p.m.**

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**PLEASE NOTE: THE CITY HAS IN EFFECT AN ORDINANCE REGARDING LOBBYING THAT REQUIRES PERSONS BEING PAID TO MAKE A PRESENTATION ON BEHALF OF SOMEONE OTHER THAN THEMSELVES TO DISCLOSE THAT FACT AT THE TIME OF THEIR PRESENTATION, AND, IN SOME INSTANCES, TO REGISTER WITH THE CITY CLERK PRIOR TO APPEARING BEFORE THE CITY COUNCIL, PLANNING COMMISSION OR CITY STAFF.**

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**3:00 P.M.**

### **CALL TO ORDER**

- a) Roll Call of City Council/RDA Member(s)
- b) Action to Excuse Absent City Council/RDA Member(s)

### **PUBLIC COMMENTS**

If any person desires to address members of the City Council and/or the Redevelopment Agency Board, this will be the **only opportunity to do so during this Study Session**. Please limit your remarks to 3 minutes. In response to any public comment on an item or matter which **has not been placed on this Agenda** pursuant to Government Code Section 54954.2, members of the City Council/Redevelopment Agency Board may only: **1)** briefly respond to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** make a brief report on his or her own activities; **4)** provide a reference to staff or other resources for factual information; **5)** request staff to report back to the City Council at a subsequent meeting concerning any matter raised by the public; or, **6)** take action to direct staff to place a matter of business on a future Agenda. (California Government Code Section 54954)

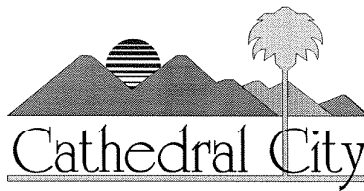
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**STUDY SESSION** (Normally, No Action Is Taken On Study Session Items; However, The City Council Does Reserve The Right To Give Specific Policy Direction And To Take Specific Action As Necessary.)

**Presentations will be limited to 10 minutes unless other provisions are made in advance.**

1. Discussion of Extended Military Leave Policies. (Victor Villasenor) **(Pg. 1)**
2. Skateboard Park Discussion. (Paul Shillcock)
3. Councilmember Reports of Committee Meetings.
4. Review of November 14, 2001, City Council/Redevelopment Agency Board Agendas.
5. City Council/staff Reports and Inquiries Regarding Status of New or Ongoing Projects.
6. Closed Session Urgency Items.

**CC/RDA WILL ADJOURN TO CLOSED SESSION**



## **CLOSED SESSION**

### **AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY**

#### **REGULAR CC/RDA MEETING WEDNESDAY, NOVEMBER 14, 2001**

1. CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL LITIGATION pursuant to government Code Section 54956.9 Subd. (c).  
**Number of Potential Cases: Three**
2. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code Section 54956.9, Subd. (a). (Toni Eggebraaten)  
**Case Name:** Perez Images, Inc. v. Valley Adult Books  
**Case Number:** INC 023638
3. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code Section 54956.9, Subd. (a). (Toni Eggebraaten)  
**Case Name:** Citizens for Clean Air of the Desert v. City of Cathedral City  
**Case Number:** INC 022346
4. PERSONNEL MATTER pursuant to Government Code Section 54957.  
**Issue for Discussion:** Deputy City Clerk
5. PERSONNEL MATTER pursuant to Government Code Section 54957.  
**Issue for Discussion:** **1)** American Federation of State, County, and Municipal Employees, Local 3961(AFSCME); **2)** Cathedral City Police Officers Association (CCPOA); **3)** Cathedral City Professional Firefighters Association (CCPFA); **4)** Cathedral City Police and Fire Management Association (CCPFMA).

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6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)  
**Properties:**  
Location: Various Parcels South of East Palm Canyon Drive Between Date Palm and Van Fleet APN Nos.: 687-222-004; 687-224-007; 687-225-011; 687-225-017; and 687-221-001.  
**Negotiating Parties:**  
Agencies: Redevelopment Agency and BCN Development  
Property Owner: Redevelopment Agency  
**Under Negotiation:** Disposition and Development Agreement
7. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Susan Moeller)  
**Property:**  
Location: North Side of East Palm Canyon Drive West of Monty Hall.  
**Negotiating Parties:**  
Agencies: Redevelopment Agency & Palm Canyon Partners  
Property Owner: Redevelopment Agency  
**Under Negotiation:** Real Property Negotiations
8. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)  
**Property:**  
Location: Northeast Corner of 30<sup>th</sup> Avenue and DaVall Drive.  
**Negotiating Parties:**  
Agencies: City of Cathedral City & Palm Springs Cemetery District  
Property Owner: Palm Springs Cemetery District  
**Under Negotiation:** Acquisition of Property
9. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)  
**Property:**  
Location: Vacant land, consisting of approximately 30-acres fronting on Edom Hill Road (APN 659-180-012).  
**Negotiating Parties:**  
Agencies: City of Cathedral City and Glen A. Rasmussen  
Property Owner: Glen A. Rasmussen  
**Under Negotiation:** Disposition of Property

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10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)  
**Property:**  
Location: North of 30<sup>th</sup> Avenue; East of Date Palm Drive  
APN Nos. 670-372-008 Thru -016  
670-373-008 Thru -036  
670-060-025  
**Negotiating Parties:**  
Agencies: City of Cathedral City and  
The Berger Foundation  
Property Owner: The Berger Foundation  
**Under Negotiation:** Acquisition of Property
11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Warren Bradshaw)  
**Property:**  
Location: 37170 Van Fleet  
**Negotiating Parties:**  
Agencies: Cathedral City Redevelopment Agency &  
Ray Snyder  
Property Owner: Ray Snyder and Francine Dickson  
**Under Negotiation:** Acquisition of Property
12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Warren Bradshaw)  
**Property:**  
Location: 68823 East Palm Canyon  
**Negotiating Parties:**  
Agencies: Cathedral City Redevelopment Agency and  
Sam and Vickie Stickles  
Property Owner: Sam and Vickie Stickles  
**Under Negotiation:** Property Lease Agreement
13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Susan Moeller)  
**Property:**  
Location: 67116 Mission Drive  
**Negotiating Parties:**  
Agencies: Cathedral City Redevelopment Agency and  
James Eggart  
Property Owner: Cathedral City Redevelopment Agency  
**Under Negotiation:** Acquisition of Property

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14. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Susan Moeller)

**Property:**

Location: Southwest and Southeast Corners of West Buddy Rogers at East Palm Canyon Drive.

**Negotiating Parties:**

Agencies: Cathedral City Redevelopment Agency and SARAC Holding S.A.

Property Owner: Cathedral City Redevelopment Agency

**Under Negotiation:** Acquisition of Property

RECOMMENDATION: Adopt motion to recess to closed session pursuant to the above noted statutes.

REPORT OF ACTION(S), IF ANY

**CC/RDA WILL ADJOURN TO  
REGULAR MEETING AT 7:30 P.M.**



## **AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY**

### **REGULAR CC/RDA MEETING**

**7:30 P.M.**

**WEDNESDAY, NOVEMBER 14, 2001**

- a) Invocation
- b) Flag Salute

### **CLOSED SESSION ANNOUNCEMENTS**

#### **PUBLIC COMMENTS**

During this part of the meeting, the public is invited to address the City Council, and/or the Redevelopment Agency Board on any matter **not on the Agenda** or any item on the **Consent Agenda** by stepping to the lectern and giving his/her name and City of residence for the record. Unless additional time is authorized by the City Council, remarks on agenda items shall be limited to three minutes. **If you wish to speak on an agenda item, please wait to be recognized under that item.**

In response to any public comment on an item or matter which **has not been placed on this Agenda** pursuant to Government Code Section 54954.2, members of the City Council and/or the Redevelopment Agency Board may only: **1)** briefly respond to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** make a brief report on his or her own activities; **4)** provide a reference to staff or other resources for factual information; **5)** request staff to report back to the City Council at a subsequent meeting concerning any matter raised by the public; or, **6)** take action to direct staff to place a matter of business on a future Agenda. (California Government Code Section 54954)

#### **AGENDA FINALIZATION**

At this time, the City Council and/or the Redevelopment Agency Board may announce any items being pulled from the Agenda or continued to another date.


**Urgency Items ("Added Starters"):** The Brown Act permits the City Council to take action on any item that does not appear on the Agenda only if 2/3 of the City Council (if all are present) or all members of the Council (if less than all are present) determine there is a need to take immediate action on the item and that the need to take immediate action came to the City Council's attention after the posting of the Agenda.

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**COUNCIL COMMENTS**

Councilmembers' Comments on Items not on the Agenda.

**PRESENTATIONS AND PROCLAMATIONS**

-  Certificate of Recognition to the Fiesta Del Cine Steering Committee for their efforts that made the event a tremendous success.  
(Councilmember England)

**CALL FOR CORRECTIONS/APPROVAL OF MINUTES**

Corrections/Approval of Minutes of the Regular City Council/Redevelopment Agency Board Meeting Held on October 24, 2001.

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**CONSENT AGENDA**

**ALL MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED BY ONE ROLL CALL VOTE. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS MEMBERS OF THE CITY COUNCIL, THE REDEVELOPMENT AGENCY BOARD, AND/OR THE AUDIENCE REQUEST SPECIFIC ITEMS BE REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND/OR ACTION.**

- CC/RDA**      1.      Receive and File Claims and Demands incurred by the City Council and the Redevelopment Agency Board in the total aggregate sum of \$4,757,939.49 for the month of September, 2001. **(Pg. 1)**
- a.      Recommendation: Receive and File
- COUNCIL**      2.      An amendment to Chapter 19.16, "Screening of Outdoor Storage and Trash Enclosures" regarding compliance provisions for trash enclosures for non-conforming properties. (Cynthia Kinser) **(2<sup>nd</sup> Reading) (Pg. 2)**
- a.      Recommendation:              Waive Further Reading and Adopt Ordinance No. \_\_\_\_
- COUNCIL**      3.      A request to amend Ordinance No. 471 regarding the application review procedures for the Rio Vista Village Specific Plan. (Cynthia Kinser) **(2<sup>nd</sup> Reading) (Pg. 8)**

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- a. Recommendation: Waive Further Reading and Adopt Ordinance No. \_\_\_\_

- RDA**      4. Approval of purchase of a triplex located at 68765 E Street (APN 687-241-038) for an amount not to exceed \$95,000 (plus buyer's normal closing costs) to be paid from the Redevelopment Agency Affordable Housing Set Aside Fund for the purpose of affordable housing. (Warren Bradshaw) **(Pg. 17)**

- a. Recommendation: Approval

- COUNCIL**    5. Approval of Final Tract Map 27097-8, acceptance of the dedications made to the City on the Final Map subject to their improvement, and authorization to execute the Subdivision Agreement. (La Posada Development located on the north side of Vista Chino at Avenida Maravilla (Playa Del Sol Development Co., Inc., Subdivider) (Dave Faessel) **(Pg. 19)**

- a. Recommendation: Approval

- COUNCIL**    6. Proposed Resolution ratifying a Settlement Agreement with Jack D. Janofsky and conditionally accepting the conveyance of real property to the City of Cathedral City. (City Attorney) **(Pg. 23)**

- a. Recommendation: Adopt Resolution No. 2001-\_\_\_\_\_

**PUBLIC HEARINGS:**

- COUNCIL**    7. Appeal by Valley Adult Books, LLC, (Robert Smith and John Smith, Owners) requesting the City Council to over-rule the denial of their application to amend an existing sexually-oriented business license. (Toni Eggebraaten) **(Pg. 29)**

- a. Report by Special Counsel
- b. Public Hearing
- c. Recommendation: Take Appropriate Action

- COUNCIL**    8. Proposed Resolution to amend specific Plan No. 87-21 to provide greater definition to architectural standards and allow "Desert Modern" architectural themes for buildings bordering Vista Chino Road and Adelina Road, between Horizon Road and Date Palm Drive. (Cynthia Kinser) **(Pg. 45)**

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- a. Report by City Planner
- b. Public Hearing
- c. Recommendation: Adopt Resolution No. 2001-\_\_\_\_\_

**LEGISLATIVE ACTION:**

- COUNCIL** 9. Recommendation to: **1)** Authorize the City Council's SunLine Board Member to vote favorably on the creation of the Sun Electric Generation Project; and, **2)** Approve adding the power of eminent domain to SunLine's Joint Powers Agreement with the provision that eminent domain would be utilized only upon the unanimous consent of the SunLine Board. (Dudley Haines) **(Pg. 49)**

- a. Report by City Administrative Services Director
- b. Public Input
- c. Recommendation: Approval

- COUNCIL** 10. Authorization to execute a Service Provider Agreement between the City of Cathedral City and the Cathedral City Boys and Girls Club in the amount of \$56,745. (Tony Barton) **(Pg. 77)**

- a. Report by Parks and Recreation Manager
- b. Public Input
- c. Recommendation: Approval

- CC/RDA** 11. First Quarter Fiscal Year 2001-2002 Budget Review. (Dudley Haines) **(This is a PowerPoint presentation only.)**

- a. Report by Administrative Services Director
- b. Public Input
- c. Recommendation: No Action Required

- COUNCIL** 12. Approval of preparation and execution of an Agreement between the City and Cornerstone Development, Inc., to reimburse Cornerstone up to \$27,000 for its improvement of the west side of Santoro Drive, north of McCallum Way, using funds in the "Miscellaneous Streets" Account (#8916); and, to approve a budget transfer of \$15,000 from the "ADA Compliance Projects" Account (#8946) to the "Miscellaneous Streets" Account. (Dave Faessel) **(Pg. 93)**

- a. Report by City Engineer
- b. Public Input
- c. Recommendation: Approval

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- RDA**        13.    Request to: **1)** Adopt a Proposed Resolution approving the Relocation Plan as prepared by Pacific Relocation Consultants (PRC); and, **2)** Authorize the expenditure of \$274,000 for "Relocation Benefits" from unappropriated Housing Set Aside Funds. (Warren Bradshaw) **(Pg. 98)**
- a.    Report by Housing Manager
  - b.    Public Input
  - c.    Recommendation: Adopt Resolution No. R-\_\_\_\_\_
- COUNCIL**   14.    Authorization of **1)** An extension of the plan-checking and miscellaneous services contract with Berryman & Henigar (B&H); and, **2)** Staff to contract with Hall & Foreman, Inc. to provide engineering and plan-check services for the Rio Vista Community Facilities District (CFD) and all other development review as required. (Dave Faessel) **(Pg. 140)**
- a.    Report by City Engineer
  - b.    Public Input
  - c.    Recommendation: Approval
- COUNCIL**   15.    Approval of a Contract Change Order in the Dinah Shore Widening Contract with Granite Corporation, in an amount to be approved by Coachella Valley Association of Governments (CVAG) for pavement rehabilitation and related work, on Dinah Shore Drive, between Date Palm And Cathedral Canyon Drive, and authorize an additional 5% contract contingency to the project. (Dave Faessel) **(Pg. 142)**
- a.    Report by City Engineer
  - b.    Public Input
  - c.    Recommendation: Approval
- RDA**        16.    Authorization to release monies in the amount of \$48,245 and any future monies, from Waste Management of the Desert's Claim Management firm of Gallagher Bassett for repairs and fees related to the repair of the IMAX building. (James Cleary) **(Pg. 144)**
- a.    Report by Project Manager
  - b.    Public Input
  - c.    Recommendation: Approval

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**RDA**            17.    Authorization to: **1)** Advertise and call for bids on the rehabilitation of the Agency owned single-family residence located at 67-116 Mission Drive (APN 687-223-001), Cathedral City; and **2)** Temporarily use Dream Homes Revitalization Capital Improvement Program funds not to exceed \$70,000 for rehabilitation of the Officer next Door home at 67-116 Mission Drive, Cathedral City. (Warren Bradshaw) **(Pg. 146)**

- a.    Report by Project Manager
- b.    Public Input
- c.    Recommendation: Approval

**COUNCIL**    18.    Approval of Final Parcel Map No. 29719 (Ritz Carlton Golf Course), accept the dedications made to the City on the final map, and authorize the execution of the performance agreement. (Dave Faessel) **(Pg. 149)**

- a.    Report by City Engineer
- b.    Public Input
- c.    Recommendation: Approval

**COUNCIL REPORTS ON CITIZEN INQUIRIES AND CONCERNS.**

**ADJOURNMENT**

To the next regularly scheduled meeting of the City Council/Redevelopment Agency Board  
**Wednesday, November 28, 2001.**

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**NOTE TO THE PUBLIC**

Agendas and back-up material giving more information on each agenda item, with the staff's recommendations, have been provided to all Councilmembers. These same materials are on display in the main City Hall lobby, in the Police Department lobby, in the lobby outside the Council Chamber, and in the City Clerk's office from the Thursday preceding the regular Council meeting. Staff "recommendations" are only that; the City Council makes its own decisions based on all information provided to them. The Agenda, by itself, can also be reviewed on the City's Web Site at:


**[www.cathedralcity.gov](http://www.cathedralcity.gov)**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk by phone at (760) 770-0322. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

**PLEASE BE ADVISED THAT CITY HALL IS CLOSED EVERY FRIDAY**

**CITY OF CATHEDRAL CITY  
STUDY SESSION REPORT**

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To: Honorable Mayor and Members of the City Council  
From: Dudley Haines, Administrative Services Manager,   
Subject: Extended Military Leave  
Date: November 14, 2001

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This report is presented for discussion and whatever action the City Council may deem appropriate.

**BACKGROUND/ANALYSIS:** California public employers must comply with both state and federal law for employees who serve in the military. Employees serving on military leave are covered by the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Act.

Wages

Federal law has no provisions requiring an employer to pay a salary to employees on military leave. However, under the California Code, a public employee who is on active duty and has been employed by the public employer for at least one year is entitled to receive regular salary for the first thirty days of ordered military duty.

Similarly, a public employee who is ordered to temporary military leave, and who has been employed by the public employer for at least one year, is entitled to receive regular salary for the first 30 calendar days of leave, provided the ordered duty does not exceed 180 calendar days.

Employees who are members of the National Guard will receive their salary for the first 30 days of active service regardless of the length of employment with the public agency.

Benefits

Neither federal or state law requires employers to continue health insurance coverage for employees on military leave of absence; however, under federal law, employers must allow employees on military leave to voluntarily continue coverage for a maximum of 18 months at their own cost. Upon entering military duty, employees and their dependents are covered by the military's health care system.

Under California law, any public employee on temporary military leave, who has been actively employed for one year, shall continue to accrue vacation, sick leave and holiday privileges for a maximum period of 180 days as if the employee were not on military leave. Federal and state law both provide that absence for military service is not a break in service for retirement pension purposes.

## Report – Consideration of Extension of Military Leave Pay and Benefits Page 2

### Reemployment

Employees returning from military service are entitled to reemployment in their previous positions. There are a number of conditions and notice requirements. The primary requirements are that the employee must give advance written or verbal notice and the cumulative length of military leave of absence cannot exceed 5 years.

### City Policy

The pay and benefits for military leave are covered under Article 7 of the City's Human Resources policy and the individual bargaining unit Memoranda of Understanding. The City provides the mandated salary and benefits that are required under state and federal law.

### Affected Employees

At present, the City has two regular employees in the military reserve. Of these, one public safety employee has been called to active duty, and the remaining employee is on alert status.

### Legal Right to Extend Benefits

The City Attorney has informed us that the California Military and Veterans Code was amended in 2001, expressly permitting cities to extend pay and benefits beyond 30 days by City resolution, and the City has the legal discretion to provide supplemental benefits for an extended duration.

### Current Trend

A statewide survey of military leave pay and benefit policies was distributed among California cities early in the month of October. The survey indicates that a number of cities currently provide extended benefits or are considering doing so. A tabulation of the results indicates:

- 23 (44%) of public agencies are providing minimum benefits as required by state law.
- 14 (27%) of public agencies are considering increase in benefit level.
- 15 (29%) of public agencies currently provide continuation of salary and/or benefits.
- 52 (100%) Total

### Duty To Negotiate

Military leave pay and benefits changes are subject to negotiations with the appropriate City bargaining units.

**FISCAL IMPACT:** If all regular employees who are currently in the military reserve are called to military duty, the City would pay full salary and benefit costs for the first month. If the City were to continue salary and benefits beyond the first month, the City's cost would be the difference between regular salary and military pay plus the cost of benefits.

Full City Salary	\$ 9,800 mo.
Benefits	\$ 3,600 mo.
Salary and Benefit Cost	\$13,400 mo.
Military Pay	<u>\$ - 5100 mo.</u>
Monthly Cost to Continue Pro-rated Salary & Benefits	\$ 8300 mo.

**ALTERNATIVES:**

1. Direct staff to prepare a resolution for the next meeting to extend pro-rated salary and benefits for a period of six months. The cost for this extension would be \$49,000.
2. Take no action and provide the current legally mandated military leave pay and benefits.
3. Direct staff to prepare a resolution to provide extended salary and/or benefits for an alternate period of time for consideration by the Council at the next or a future meeting

Based on this analysis, the staff recommends alternative number one. If a change is contemplated, staff will ask the City attorney to prepare a proposed resolution and will meet with the appropriate bargaining units.

Brad

**Teri McKeating**

**From:** Steven B. Quintanilla [squintanilla@gdqlaw.com]  
**Sent:** Tuesday, November 06, 2001 1:57 PM  
**To:** CATH: Victor Villaseñor  
**Cc:** CATH: Julie Baumer; CATH: Dudley B. Haines; CATH: Donald E. Bradley  
**Subject:** SUPPLEMENTAL PAY AND BENEFITS FOR RESERVISTS CALLED TO DUTY

**PLEASE NOTE:**

***THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY.***

**CONFIDENTIAL COMMUNICATION  
Exempt from Public Disclosure  
Government Code Section 6254, subd. (k)**

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**Victor Villaseñor, Human Resources Manager:**

Federal law does not require public employers to supplement a reservist's reduction in pay and/or benefits that may be incurred as a consequence of being called to active duty. This does not mean, however, that the City cannot provide such supplemental pay and/or benefits. Further, there appears to be no federal, state or City law or regulation which makes any distinction between the branches of the Armed Forces or National Guard for purposes of providing supplemental pay or benefits during military leave. In addition, we did not find anything in the law that distinguishes between reservists called to active duty by the Governor or the President. California case law and an Attorney General Opinion interpret the law to include National Guardsmen, which makes it clear that both categories of reservists should be treated essentially the same by the City when it comes to providing supplemental pay and/or benefits during military leave.

We believe that providing supplemental pay and/or benefits would be wholly consistent with the goals of both the California and federal statutory schemes which are to encourage and promote civilian participation in the military reserve. Once again, if the City does decide to provide supplemental pay and/or benefits, the supplemental pay and/or benefits should be provided to all reservists--whether Armed Services or National Guard. It is further recommended that should the City decide to implement such a provision, a detailed policy statement should be developed to specify the applicable legal rules and restrictions.

**Please contact my office if you have any questions or comments regarding this matter.**

**Thank you.**

**Steven B. Quintanilla, City Attorney  
Green, de Bortnowsky & Quintanilla, LLP ("Gd&Q")  
35-325 Date Palm Drive, Suite 202  
Cathedral City, CA 92234  
Tel. (760) 770-0873  
Fax (760) 770-1724**

*Brad*

**Teri McKeating**

**From:** Steven B. Quintanilla [squintanilla@gdqlaw.com]  
**Sent:** Tuesday, November 06, 2001 1:49 PM  
**To:** CATH: Victor Villasenor  
**Cc:** CATH: Julie Baumer; CATH: Donald E. Bradley; CATH: Dudley B. Haines  
**Subject:** MINIMUM PUBLIC SERVICE REQUIREMENT FOR RESERVISTS CALLED TO DUTY

**PLEASE NOTE:**

***THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY.***

**CONFIDENTIAL COMMUNICATION**

**Exempt from Public Disclosure**

**Government Code Section 6254, subd. (k)**

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**Victor Villasenor, Human Resources Manager:**

**Cathedral City's Human Resources Policy Section 7.1 which requires a minimum of one-year of public service to be entitled to 30-days leave pay and benefits during temporary military leave of absence not exceeding 180-days, is inconsistent with California law.**

**There is *no minimum* public service requirement for National Guard members to be entitled to leave benefits per Military and Veterans Code Section 395.05, whereas other Armed Services reservists require at least *one* year of public service to be entitled to such benefits.**

**As you pointed out, there appears to be different minimum public service requirements for National Guard Reservists as opposed to other Armed Services Reservists. Under California Military and Veterans Code Section 395.05, National Guard Reservists are entitled to leave and 30-days pay, regardless of the length of public service. Whereas, under Military and Veterans Code Section 395.01, it appears that there is a one year public service requirement for *all other* Armed Service Reservists. The one-year public service requirement is cumulative and includes the time spent in military service. In light of the above, the City's Human Resources Policy, Article 7.1 which requires one year of public service immediately preceding the day on which the absence begins should be modified to reflect that the minimum public service requirement is only applicable to *other* Armed Service Reservists, and specifically not National Guard members. Further, it appears that a recent Attorney General opinion has concluded that a local public agency is required to pay an employee who is a member of the California National Guard for the first 30 days of any declared emergency in the state, regardless of the number of emergencies declared during a particular fiscal year. Cathedral City's Human Resources Policy Section 7.1 would therefore also need to be amended to reflect that National Guard members are entitled to leave pay, not exceeding thirty days of *any* declared emergency, during any one fiscal year.**

**Please contact my office if you have any questions or comments regarding this matter.**

**Thank you.**

Brad

**Teri McKeating**

**From:** Steven B. Quintanilla [squintanilla@gdqlaw.com]  
**Sent:** Tuesday, November 06, 2001 1:52 PM  
**To:** CATH: Victor Villasenor  
**Cc:** CATH: Julie Baumer; CATH: Dudley B. Haines; CATH: Donald E. Bradley  
**Subject:** RE-EMPLOYMENT OF RESERVISTS CALLED TO DUTY

**PLEASE NOTE:**

***THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY.***

**CONFIDENTIAL COMMUNICATION**

**Exempt from Public Disclosure**

**Government Code Section 6254, subd. (k)**

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**Victor Villasenor, Human Resources Manager:**

**Federal law mandates the re-employment of those reservists following a military leave of absence no greater than one year. We believe this law applies to both Armed Services Reservists and National Guard Reservists, in light of California case law, and a California Attorney General Opinion which has interpreted the term "Armed Forces of the United States" to include the National Guard Reservists.**

**Please contact my office if you have any questions or comments regarding this matter.**

**Thank you.**

**Steven B. Quintanilla, City Attorney  
Green, de Bortnowsky & Quintanilla, LLP ("Gd&Q")  
35-325 Date Palm Drive, Suite 202  
Cathedral City, CA 92234  
Tel. (760) 770-0873  
Fax (760) 770-1724  
e-mail: [squintanilla@gdqlaw.com](mailto:squintanilla@gdqlaw.com)  
Website: [www.gdqlaw.com](http://www.gdqlaw.com)  
FILE: CATH 0040+**

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6.

**CITY COUNCIL  
CATHEDRAL CITY REDEVELOPMENT AGENCY**

**STAFF MEMORANDUM**

**TO:** City Council  
Redevelopment Agency Members

**FROM:** Administrative Services Director

**DATE:** November 14, 2001

**SUBJECT: RECEIVE AND FILE PAYMENT OF CLAIMS AND DEMANDS**

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**Recommendation:** That the **City Council/Redevelopment Agency Board Members** receive and file payment of claims and demands in the aggregate sum of \$4,757,939.49 for the month of September, 2001.

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**I HEREBY CERTIFY** that in my judgment these demands were legally due and owing by the **City Council/Redevelopment Agency Board**; that funds were available for payment thereof, and in all other respects, the demands conform to the criteria set forth in Section 3.16.050 of the Cathedral City Municipal Code.

  
\_\_\_\_\_  
Administrative Services Director

**NOTE:** The Demand Register is located in the back of the Agenda Book.

1ST READING 10/24/01



**AGENDA REPORT**  
for consideration by the  
**CATHEDRAL CITY CITY COUNCIL**

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**SUBJECT:** A request to amend Chapter 19.16 Screening of Outdoor Storage and Trash Enclosures, of the City's Zoning Ordinance, regarding a reduction in the time frame in which a trash enclosure is to be installed upon written notification from the City.

**DEPARTMENT:** Planning

**MEETING DATE:** October 24, 2001

**CONTACT PERSON:** Cynthia S. Kinser

**DEADLINE FOR ACTION:** N/A

**APPROVED:**

  
Department

  
City Manager

  
Finance

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**RECOMMENDATION:**

That the City Council adopt the draft Ordinance, thereby approving an amendment to Chapter 19.16 Screening of Outdoor Storage and Trash Enclosures, of the City's Zoning Ordinance, regarding a reduction in the time frame in which a trash enclosure is to be installed upon written notification from the City.

---

***Executive Summary:***

*The City's Zoning Ordinance presently identifies that when a property owner of an existing developed property receives notification of a violation regarding trash enclosures that they shall have one year from the date of notification to install a trash enclosure. This one-year time frame has proven to be problematic and it is recommended to be reduced to 60-days to allow for more effective management and implementation of trash enclosure requirements.*

**BACKGROUND:**

The City's Zoning Ordinance presently provides that when an owner of an existing developed property receives notification of a violation regarding a trash enclosure that they shall have one year from the date of notification to install a trash enclosure.

This one-year time frame has proven to be problematic from the standpoint that those that have been notified wait until the end of the year period to commence addressing the matter. Or, after a year the matter is often forgotten. Additionally, for those notices that are issued based on a complaint, the complainant becomes very frustrated when no results occur for a very long period of time.

Additionally, the installation of a trash enclosure on previously improved properties can be a challenge, as not all improved properties can adequately address a trash enclosure without the loss of required landscaping, parking or other improvements.

**ANALYSIS:**

As a result of the above matters, the Code Enforcement Division has requested that this provision of the Zoning Ordinance be modified to reduce the time frame. Additionally, as some sites

require some creative solutions to adequately address the implementation of a trash enclosure, language is proposed to allow the City Planner to work towards solutions. Therefore, Section 19.16.05.01 of Chapter 19.16 "Screening of Outdoors Storage and Trash Enclosures" of the Zoning Ordinance is recommended to be amended as follows:

~~"19.16.05.01 For trash enclosures: One year from the date of official notification of a violation except:~~

- ~~a) When a complete change of occupancy or use occurs, this requirement shall be a part of any permit approval; and~~
- ~~b) All new buildings shall comply as a condition of occupancy, and~~
- ~~c) When a building permit is issued for remodeling or additions with a valuation of three thousand dollars or more, the trash enclosures may be required."~~

*Persons to whom written notification has been provided of the provisions of this Chapter related to trash enclosures requirements shall be provided thirty days from the issuance of said notice in which to submit plans to the City for a building permit to construct a conforming trash enclosure. Construction of a conforming trash enclosure shall be completed within thirty days of the date of issuance of said building permit. If the property cannot accommodate a conforming trash enclosure, an equivalent improvement shall be provided as determined by the City Planner."*

#### ENVIRONMENTAL REVIEW

The proposed amendment is not a "project" and is thereby exempt from the California Environmental Quality Act.

#### FISCAL IMPACT:

None.

#### ALTERNATIVE:

Deny the request and continue to allow a one year time frame for notified property owners to install a trash enclosure.

#### ATTACHMENTS

- 1) Ordinance - Zoning Ordinance Amendment 01-208
- 2) Public Hearing Notice

**ORDINANCE NO. 01-**

**ZONING ORDINANCE AMENDMENT 01-208**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA APPROVING AN AMENDMENT TO CHAPTER 19.16 "SCREENING OF OUTDOOR STORAGE AND TRASH ENCLOSURES" OF THE CATHEDRAL CITY ZONING ORDINANCE BY REDUCING THE TIME IN WHICH TO CONSTRUCT A CONFORMING STRUCTURE UPON WRITTEN NOTIFICATION OF THE CITY'S TRASH ENCLOSURE REGULATIONS**

**WHEREAS**, an application to the City of Cathedral City, California, for approval of Zoning Ordinance Amendment 01-208 under the provisions of the Cathedral City Municipal Code and Zoning Ordinance was initiated by the City of Cathedral City; and

**WHEREAS**, said application has been submitted to the City's Planning Commission for recommendation after a properly noticed public hearing was held on October 3, 2001; and

**WHEREAS**, said application has been submitted to the City's City Council for recommendation after a properly noticed public hearing was held on October 24, 2001; and

**WHEREAS**, the request is to reduce the time in which to construct a trash enclosure upon written notification of the City; and

**WHEREAS**, the City of Cathedral City acting as Lead Agency has determined that the requested Zoning Ordinance Amendment 01-208 is exempt from the California Environmental Quality Act; and

**Section 1.** The Planning Commission considered all of the evidence submitted into the administrative record, which includes, but is not limited to: a) the Staff Report prepared for the Planning Commission by the City Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

**Section 2.** The City Council considered all of the evidence submitted into the administrative record, which includes, but is not limited to: a) the Staff Report prepared for the City Council by the City Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

**Section 3.** Based on the foregoing evidence the City Council finds that:

- a) The proposed zoning ordinance amendment is in conformity with the General Plan.

The proposed Zoning Ordinance Amendment will provide more efficient implementation of bringing non-conforming properties into conformance with City's objectives to minimize public nuisances.

b) The proposed zoning ordinance amendment is necessary and proper at this time, and is not likely to be detrimental to the adjacent property or residents.

The Zoning Ordinance Amendment text will provide a reasonable time frame for notified property owners to bring their property into conformance with the City's regulations with regard to trash enclosures.

NOW, THEREFORE, LET IT BE RESOVLED that the City Council of the City of Cathedral City does find the application exempt from the California Environmental Quality Act and approves Zoning Ordinance Amendment 01-208, which amends Section 19.16.05.01 as follows:

**Section 4.**                      **AMENDMENT TO SECTION 19.16.05.01**

Section 19.16.05.01 of Chapter 19.16 "Screening of Outdoors Storage and Trash Enclosures" of the Zoning Ordinance is hereby amended as follows:

~~"19.16.05.01 For trash enclosures: One year from the date of official notification of a violation except:~~

- ~~a) When a complete change of occupancy or use occurs, this requirement shall be a part of any permit approval; and~~
- ~~b) All new buildings shall comply as a condition of occupancy, and~~
- ~~c) When a building permit is issued for remodeling or additions with a valuation of three thousand dollars or more, the trash enclosures may be required."~~

*Persons to whom written notification has been provided of the provisions of this Chapter related to trash enclosure requirements shall be provided thirty days from the issuance of said notice in which to submit plans to the City for a building permit to construct a conforming trash enclosure. Construction of a conforming trash enclosure shall be completed within thirty days of the date of issuance of said building permit. If the property cannot accommodate a conforming trash enclosure, an equivalent improvement shall be provided as determined by the City Planner."*

**Section 5. Severability**

If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining section, subsection, and clauses shall not be affected thereby.

**Section 6. Repeal of Conflicting Provisions**

All the provisions of the Cathedral City Municipal Code and Zoning Ordinance as heretofore adopted by the City of Cathedral City that are in conflict with the provisions of this ordinance are hereby repealed.

**Section 7. Effective Date**

This ordinance shall take effect thirty (30) days after its second reading by the City Council.

**Section 8. Posting**

The City Clerk shall within 15 days after passage of this Ordinance, cause it to be posted in at least the three (3) public places designated by resolution of the City Council; shall certify to the adoption and posting of this Ordinance; and, shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of this City.

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on the \_\_\_\_ day in the month of \_\_\_\_\_, 2001 by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
George Stettler, Mayor


ATTEST:

\_\_\_\_\_  
Donna Velotta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cynthia S. Kinser, City Planner



## NOTICE OF PUBLIC HEARING

**PROPOSAL:** An amendment to Chapter 19.16 Screening of Outdoor Storage and Trash Enclosures regarding a reduction of the time frame in which to construct a conforming structure upon written notification of the City's trash enclosure regulations.

**APPLICANT:** City of Cathedral City

Any person interested in any listed proposal can contact the Planning Department, at 68-700 Avenida Lalo Guerrero, Cathedral City, California, during normal business hours (7:00 a.m. to 6:00 p.m., Monday through Thursday) or may telephone (760) 770-0374 for further information.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing. The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal or the environmental determination.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

**NOTE TO THE PUBLIC:**

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT GLORIA CASEY, PLANNING SECRETARY, AT (760) 770-0374. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THIS MEETING. {28 CFR 35.104 ADA TITLE II}**

**City Council Hearing  
Wednesday, October 24, 2001 at 7:30 P.M.  
City Council Chambers  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234**

1<sup>ST</sup> READING 10/24/01



**AGENDA REPORT**  
for consideration by the  
**CATHEDRAL CITY CITY COUNCIL**

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**SUBJECT:** An amendment to Ordinance No. 471 regarding the development review process within the Rio Vista Village Specific Plan.

**DEPARTMENT:** Planning

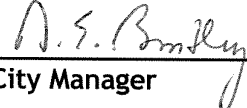
**MEETING DATE:** October 24, 2001


**CONTACT PERSON:** Cynthia S. Kinser

**DEADLINE FOR ACTION:** N/A

**APPROVED:**

  
Department

  
City Manager

  
Finance

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**RECOMMENDATION:**

That the City Council adopt the draft Ordinance, thereby approving an amendment to Ordinance No. 471 regarding the development review process within the Rio Vista Village Specific Plan.

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***Executive Summary:***

*In January 1998, the City Council adopted Ordinance No. 471 approving the Rio Vista Village Specific Plan. The Specific Plan requires Architectural Controls and Design Review through the establishment of "Community Character Criteria" and a Design Review Board to enforce the "Criteria". However, Ordinance No. 471, adopting Rio Vista Village, requires development within the Specific Plan to abide by the City's Zoning Ordinance provisions for design review. The master developer for the Specific Plan, Rio Vista Land Company, is requesting Ordinance No. 471 to be modified to reflect the architectural and design review provisions within the Specific Plan text.*

**BACKGROUND:**

The Rio Village Specific Plan provides the following language regarding design review:

**6.5 ARCHITECTURAL CONTROLS AND DESIGN REVIEW**

*A design guideline document entitled "Community Character Criteria" will be submitted for review and approval under separate cover after both Specific Plan and Master Tentative Tract Map approvals have been secured. It is the intent of the master developer, Burnett Development Corporation to enforce the design standards and guidelines contained therein.*

**6.5.1 DESIGN REVIEW BOARD:**

*Burnett Development Corporation will establish a Design Review Board to administer the Community Character Criteria and deal with such issues as may come before the Board. The Board will consist of a least three voting members, one of who must be licensed architect in the state of California, one of whom must be a representative of the master developer and one of whom is to be appointed by the Master HOA. At such time as the master developer no longer has a majority ownership interest in the residentially zoned property, two additional HOA members may be appointed. The number of voting*

*members must be odd and until such time as the master developer's interests are completely sold out, at least one member must represent his interests. The licensed architect may come from the HOA or be appointed at large.*

The Rio Vista Village Community Character Guidelines were approved by the Planning Commission in April 2001 after extensive review by both the Architectural Review Committee and Planning Commission. The Guidelines illustrate recommended architectural styles and the characteristics that quantify the style, along with provisions to provide enhanced exterior elevations, recommended building materials, and optimum use of the residential lot.

In addition, the adopted Specific Plan text provides the following language regarding implementation of the Specific Plan:

**6.9 ADMINISTRATION AND AMENDMENT OF THE SPECIFIC PLAN**

*The Director of Community Development shall determine if any proposals submitted for development review require Planning Commission review and approval, including public hearings pursuant to City zoning procedures and policies. The underlying principles of the specific plan, however, endorse flexibility, adaptability and options as opposed to fixed and predetermined solutions. As the Director reviews proposed development proposals, including alternative development approaches, findings shall be made in light of these underlying principles as well as the specific letter of the regulations.*

**6.9.1** *When a development proposal is determined to be consistent with the purpose and intent of this specific plan, approval may be granted including minor and incidental changes to the development standards within the specific plan.*

**6.9.2 APPEALS**

*Appeals of the decisions of the Director of Community Development or the Planning Commission shall be administered per the policies and ordinances of the City Zoning Ordinance and according to prevailing law.*

Based on the aforementioned language within the Specific Plan text, when the Rio Vista Land Company submitted the Rio Vista Village Community Character Guidelines ("Guidelines") for review, they provided within the draft document a clear description of a review process utilizing the required Review Board and the authority given the Community Development Director (City Planner) through the adoption of the Specific Plan.

Specifically, the Rio Vista Land Company requested that development proposals be reviewed by the established Rio Vista Village Architectural Review Committee ("RVVARC") for determination of the proposals compliance with the Guidelines, with that body making a recommendation to the City Planner. The City Planner would either affirm the RVVARC's findings, thereby approving the project. Or, would reject the RVVARC's recommendation, and thereby, require the project to be reviewed by the City's Planning Commission.

During the Planning Commission's evaluation of this process, the Planning Commission asked

whether the Commission had the authority to "give away" its review authority. Based on further review, it was determined that despite the flexibility built into the Specific Plan text, the ordinance adopting the Specific Plan states, in part, as follows:

"Development approval for projects within the Specific Plan area must apply through the normal development review processes required by the City's Zoning Ordinance and Subdivision Regulations".

Based upon this language, the alternative design review process was eliminated from the Guidelines adopted by the Planning Commission in April 2001. Subsequently, the Rio Vista Land Company requested an amendment to Ordinance No. 471, to provide a statement that is more reflective of the Specific Plan text.

**ANALYSIS:**

In order to expedite the review of model home complexes within the Rio Vista Village Specific Plan and due to the extensive detail provided within the Rio Vista Village Community Character Guidelines, Rio Vista Land Company is requesting that Ordinance 471 be amended to allow for a process whereby the RVVARC reviews proposals for compliance with the Guidelines and makes a recommendation to the City Planner. The City Planner either concurs with the RVVARC, thereby approving the project, or rejects the RVVARC's determination. If the City Planner rejects the RVVARC's recommendation, then the developer either modifies the project as determined by the City Planner, or appeals the decision to the City's Planning Commission.

Based on the detailed review of the Guidelines by the City's Architectural Review Committee and Planning Commission, the Planning Commission recommended the City Council approve of the proposed amendment with a 4-1 vote. Therefore, Ordinance 471 is recommended to be modified as follows:

"The Specific Plan on file with the City Clerk entitled "Specific Plan No. 97-55" dated December 5, 1997, including final approved conditions and exhibits is hereby adopted as the Specific Plan of land use and development regulation for the real property shown within the Specific Plan and more particularly described as a 303 acre portion of the north ½ of Section 5, Township 4, South, Range 5 East, Riverside County (Assessor's Parcel Numbers 677050001, 002 and 003). Said property shall be developed substantially in accordance with the policies and procedures of the Specific Plan unless the Specific Plan is repealed or amended by the City Council of the City of Cathedral City. Development approval for projects within the Specific Plan area must apply through the normal development review processes required by the City's Zoning Ordinance and Subdivision Regulations-, provided, however, that projects within the Specific Plan area that are within the scope of the Rio Vista Village Community Character Guidelines shall not be required to apply for or receive design review approval pursuant to Chapter 19.11 of the City Zoning Ordinance, it being the intent of the City that the adoption of the Rio Vista Village Community Character Guidelines ("RVVCCG") adopted by the City Planning Commission on April 18, 2001, fully satisfies the goals and objectives of the design review procedures set forth in Chapter 19.11 of

the Zoning Ordinance and provides comprehensive design standards and guidelines in-lieu of the normal City design review ordinance. Within (15) days following the date of receipt of notification of the review and approval of architectural or landscaping plans for a development application by the Rio Vista Village Architectural Review Committee ("RVVARC") as contemplated by Section 6.5 of the Specific Plan and as further provided in Section 6 of the RVVCCG, the City Planner shall review the architectural or landscaping plans and the action of the RVVARC to determine if the architectural or landscaping plans conform to and meet the spirit and intent of the RVVCCG. If the City Planner finds that the architectural or landscaping plans conform to and meet the spirit and intent of the RVVCCG, the City Planner shall approve such plans and no further action with respect thereto shall be required or taken by the City. If, however, the City Planner finds that the architectural or landscaping plans do not conform to or meet the spirit and intent of the RVVCCG, then the City Planner shall disapprove such plans and shall set forth the reasons for disapproval in writing. Upon the disapproval of the architectural or landscaping plans, the applicant thereof may either (A) make such corrections to the plans as are required by the City Planner as indicated in the notice of disapproval to insure that such plans conform to and meet the spirit and intent of the RVVCCG, and prior to resubmittal to the City, submit to and receive the concurrence of the RVVARC, or (B) within ten (10) days following the disapproval by the City Planner, file an appeal to the Planning Commission which shall schedule the mater for hearing within thirty (30) days thereafter."

#### **ENVIRONMENTAL REVIEW**

The proposed amendment is not a "project" and is thereby exempt from the California Environmental Quality Act.

#### **FISCAL IMPACT:**

None.

#### **ALTERNATIVE:**

Deny the request and require development within the Rio Vista Village Specific Plan to abide by the development review procedures of the City's Municipal and Zoning Codes.

#### **ATTACHMENTS**

- 1) Ordinance - Ordinance No. 471 (Amendment)
- 2) Public Hearing Notice

**ORDINANCE NO. 01-**

**AMENDMENT TO ORDINANCE NO. 471**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CATHEDRAL CITY, CALIFORNIA, AMENDING ORDINANCE NO. 471  
ADOPTING SPECIFIC PLAN 97-55 FOR THE RIO VISTA VILLAGE  
SPECIFIC PLAN**

**WHEREAS**, an application to the City of Cathedral City, California, for approval of an amendment to Ordinance No. 471 adopting Specific Plan 97-55 under the provisions of the Cathedral City Municipal Code and Zoning Ordinance was initiated by the City of Cathedral City; and

**WHEREAS**, said application has been submitted to the City's Planning Commission for recommendation after a properly noticed public hearing was held on October 3, 2001; and

**WHEREAS**, said application has been submitted to the City's City Council for recommendation after a properly noticed public hearing was held on October 24, 2001; and

**WHEREAS**, Specific Plan No. 97-55 (the "Specific Plan") for Rio Vista Village was adopted by the City Council of the City of Cathedral City (the "City") on January 14, 1998, by Ordinance No. 471; and

**WHEREAS**, the Specific Plan includes the Rio Vista Village Community Character Guidelines ("RVVCCG") which provides for the development of Community Character Criteria by the developer for the purpose of establishing design themes and guidelines; and

**WHEREAS**, the Specific Plan contemplates that the comprehensive design standards and guidelines set forth in the RVVCCG fully satisfy the goals and objectives of the design review procedures set forth in Chapter 19.11 of the Zoning Code, and thus the standards and guidelines set forth in the RVVCCG are intended to be in-lieu of the design review procedures set in that Chapter; and

**WHEREAS**, the Specific Plan provides that the Director of Community Development shall determine if any proposals submitted for development review require Planning Commission review and approval pursuant to the City's zoning procedures and policies; and

**WHEREAS**, Ordinance No. 471 provides that the development approval for projects within the Specific Plan must comply with the normal development review processes required by the City's Zoning Ordinance and subdivision regulations which inconsistent with the intent of the Specific Plan; and

**WHEREAS**, the City Council desires to amend Ordinance 471 to eliminate any inconsistencies with the intent of the Specific Plan; and

**WHEREAS**, the City of Cathedral City acting as Lead Agency has determined that the requested amendment to Ordinance No. 471, is not a "project", and is thereby exempt from the California Environmental Quality Act; and

**Section 1.** The Planning Commission considered all of the evidence submitted into the administrative record, which includes, but is not limited to: a) the Staff Report prepared for the Planning Commission by the City Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting

supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

**Section 2.** The City Council considered all of the evidence submitted into the administrative record, which includes, but is not limited to: a) the Staff Report prepared for the City Council by the City Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

**NOW, THEREFORE, LET IT BE RESOVLED** that the City Council of the City of Cathedral City does find the application exempt from the California Environmental Quality Act and approves an amendment to Ordinance No. 471, which amends Section 4 as follows:

**Section 3.                    AMENDMENT TO ORDINANCE NO. 471**

That Section 4 of Ordinance No. 471 shall be amended to read as follows:

"The Specific Plan on file with the City Clerk entitled "Specific Plan No. 97-55" dated December 5, 1997, including final approved conditions and exhibits is hereby adopted as the Specific Plan of land use and development regulation for the real property shown within the Specific Plan and more particularly described as a 303 acre portion of the north ½ of Section 5, Township 4, South, Range 5 East, Riverside County (Assessor's Parcel Numbers 677050001, 002 and 003). Said property shall be developed substantially in accordance with the policies and procedures of the Specific Plan unless the Specific Plan is repealed or amended by the City Council of the City of Cathedral City. Development approval for projects within the Specific Plan area must apply through the normal development review processes required by the City's Zoning Ordinance and Subdivision Regulations-, provided, however, that projects within the Specific Plan area that are within the scope of the Rio Vista Village Community Character Guidelines shall not be required to apply for or receive design review approval pursuant to Chapter 19.11 of the City Zoning Ordinance, it being the intent of the City that the adoption of the Rio Vista Village Community Character Guidelines ("RVVCCG") adopted by the City Planning Commission on April 18, 2001, fully satisfies the goals and objectives of the design review procedures set forth in Chapter 19.11 of the Zoning Ordinance and provides comprehensive design standards and guidelines in-lieu of the normal City design review ordinance. Within (15) days following the date of receipt of notification of the review and approval of architectural or landscaping plans for a development application by the Rio Vista Village Architectural Review Committee ("RVVARC") as contemplated by Section 6.5 of the Specific Plan and as further provided in Section 6 of the RVVCCG, the City Planner shall review the architectural or landscaping plans and the action of the RVVARC to determine if the

architectural or landscaping plans conform to and meet the spirit and intent of the RVVCCG. If the City Planner finds that the architectural or landscaping plans conform to and meet the spirit and intent of the RVVCCG, the City Planner shall approve such plans and no further action with respect thereto shall be required or taken by the City. If, however, the City Planner finds that the architectural or landscaping plans do not conform to or meet the spirit and intent of the RVVCCG, then the City Planner shall disapprove such plans and shall set forth the reasons for disapproval in writing. Upon the disapproval of the architectural or landscaping plans, the applicant thereof may either (A) make such corrections to the plans as are required by the City Planner as indicated in the notice of disapproval to insure that such plans conform to and meet the spirit and intent of the RVVCCG, and prior to resubmittal to the City, submit to and receive the concurrence of the RVVARC, or (B) within ten (10) days following the disapproval by the City Planner, file an appeal to the Planning Commission which shall schedule the mater for hearing within thirty (30) days thereafter.

The Master HOA shall notify the City of the initial membership of the RVVARC, inclusive of the members representation per Section 6.5.1 of the Specific Plan, and shall thereafter notify the City of any changes to the RVVARC membership."

#### **Section 4.                    AMENDMENT TO TEXT OF SPECIFIC PLAN**

That all references to "Community Development Director" or "Director of Community Development" shall be changed to "City Planner or his or her designee".

#### **Section 5. Severability**

If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining section, subsection, and clauses shall not be affected thereby.

#### **Section 6. Repeal of Conflicting Provisions**

All the provisions of the Cathedral City Municipal Code and Zoning Ordinance as heretofore adopted by the City of Cathedral City that are in conflict with the provisions of this ordinance are hereby repealed.

#### **Section 7. Effective Date**

This ordinance shall take effect thirty (30) days after its second reading by the City Council.

#### **Section 8. Posting**

The City Clerk shall within 15 days after passage of this Ordinance, cause it to be posted in at least the three (3) public places designated by resolution of the City Council; shall certify to the adoption and posting of this Ordinance; and, shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of this City.

City Council Ordinance  
Ordinance No. 471 (Amendment)  
Page 4

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on the \_\_\_\_ day in the month of \_\_\_\_\_, 2001 by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
George Stettler, Mayor

ATTEST:

\_\_\_\_\_  
Donna Velotta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

  
Cynthia S. Kinser, City Planner



## Notice of Public Hearing

This may affect your property. Please read.  
Notice is hereby given that a Public Hearing will be held by the City Council  
of the City of Cathedral City on the following item(s):

**CASE:** Ordinance No. 471 (Amendment)

**APPLICANT/  
OWNER:** Rio Vista Land Co.

**REPRESENTATIVE:** Jason Lee

**LOCATION:** North of Verona Road, west of the extension  
of Landau Boulevard

**PROPOSAL:** A request to amend Ordinance No. 471  
regarding the application review procedures  
for the Rio Vista Village Specific Plan.

Any person interested in any listed proposal can contact the Planning Department, at 68-700 Avenida Lalo Guerrero, Cathedral City, California, during normal business hours (7:00 a.m. to 6:00 p.m., Monday through Thursday) or may telephone (760) 770-0374 for further information. The environmental findings, project application, and other supporting documents will be available for public inspection at the above address.

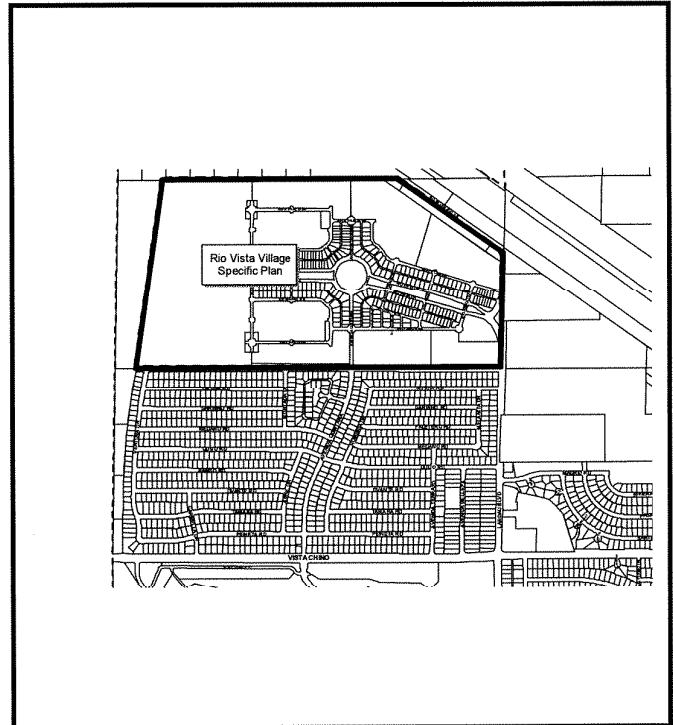
In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal or the environmental determination.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

**NOTE TO THE PUBLIC:**

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT GLORIA CASEY, PLANNING SECRETARY, AT (760) 770-0374. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THIS MEETING. {28 CFR 35.104 ADA TITLE II}**



**LOCATION** ↑ **N**  
**CITY COUNCIL HEARING**

City Council Chambers, City Hall  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234

**DATE/TIME:** October 24, 2001 at 7:30 PM

**CONTACT PLANNER:** Cynthia Kinser

**PHONE:** (760) 770-0370

**CATHEDRAL CITY REDEVELOPMENT AGENCY  
AGENDA REPORT  
(Consent Agenda)**

---

**SUBJECT:** Purchase of triplex (two buildings) at 68765 E Street (William DeLaCampa)

**DEPARTMENT:** Affordable housing

**MEETING DATE:** Nov. 14, 2001

**CONTACT PERSON:** Bradshaw / Moeller

**Deadline for Action:** NA

**APPROVED:**

  
Department

  
Executive Director

  
Finance

---

**RECOMMENDATION :**

Authorize the Redevelopment Director to purchase property located at 68765 E Street (APN 687-241-038) for an amount not to exceed \$95,000 (plus buyer's normal closing costs) to be paid from the Redevelopment Agency Affordable Housing Set Aside Fund (Acct. 211-8870, Site Acquisitions/Landbanking) for the purpose of affordable housing.

**BACKGROUND:**

This parcel contains 4,791 square feet with three rental units in 2 buildings (with a total of 3 bedrooms and 3 bathrooms) built circa 1940. The property has been offered to the Agency for \$95,000. All three units are currently vacant pending renovation. With renovation, the triplex would generate a gross return of around \$1,000 to \$1,400 per month at current market rents.

**ANALYSIS:**

An evaluation of the property by the Sherman Appraisal Group has shown that the current market value of the property is approximately equal to the sellers' asking price. The Agency has no current plans or contracts for redevelopment of this area, but is working toward a general upgrade and revitalization of the neighborhood with the possibility of future development. Acquisition of this property would be the Agency's second investment in this block of the lower cove area. The Agency Board considered the purchase of the property in Closed Session on October 24, 2001 and asked that it be brought forward on the Consent Calendar for formal action.

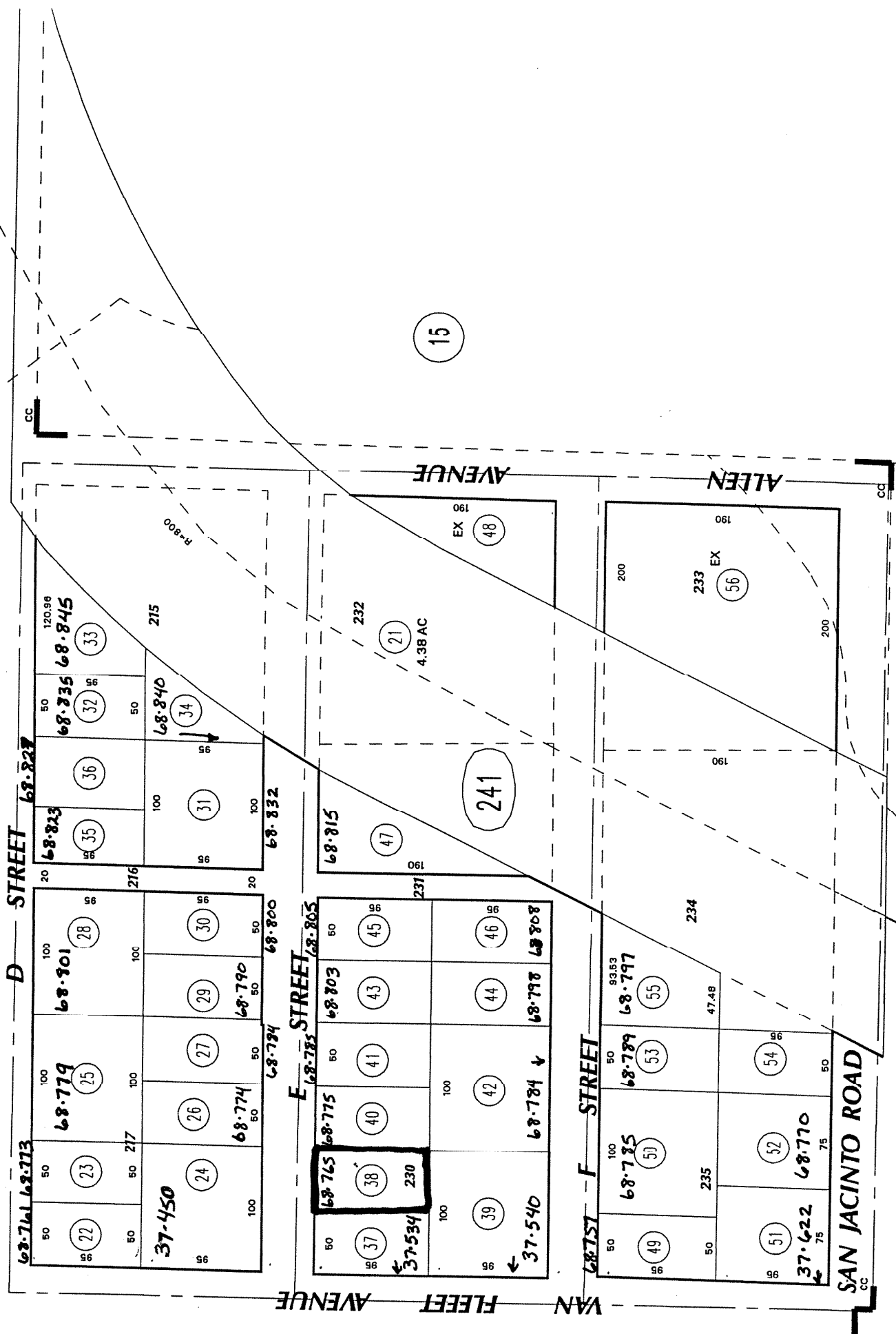
**FINANCIAL IMPACT:**

Sufficient funds for this acquisition are available in the Affordable Housing Set Aside Fund for Landbanking (Acct. # 211-8870-8804) There is no rental income since the units are vacant and will be demolished upon acquisition. Demolition is expected to cost approximately \$6,000 to \$7,000.

**ATTACHMENTS:**

1. Location and layout of property under consideration.

22



EA 9-134 "G" Street Name Changed to San Jacinto Rd

**CITY OF CATHEDRAL CITY  
CITY COUNCIL AGENDA**

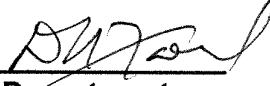
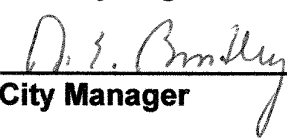
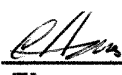
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**SUBJECT:** Tract 27097-8: Approval of final tract map: La Pasada development on north side of Vista Chino, at Avenida Maravilla (Playa Del Sol Development Co., Inc.: subdivider)

**DEPARTMENT:** Engineering  
**DIVISION:** Engineering

**MEETING DATE:** November 14, 2001  
**DEADLINE FOR ACTION:** N/A

**CONTACT PERSON:** Dave Faessel, City Engineer

**APPROVED:**     
Department City Manager Finance

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**RECOMMENDATION:**

That the City Council approve the final map of Tract 27097-8, accept the dedications made to the City on the final map subject to their improvement, and authorize execution of the subdivision agreement.

---

**BACKGROUND/ANALYSIS:**

Tentative Tract 27097 is located on the north side of Vista Chino, at Avenida Maravilla, and was originally approved by the City Council in July, 1992. An amended tentative map was approved by Council in March, 1994. The owner-developer is Playa del Sol Development Company, Inc., and this development is known as the La Pasada tract. The owner so far has recorded 7 final map increments, comprising 163 single family lots.

**Final Map:** The developer has prepared another final map for Tract 27097-8, the eighth increment of the tentative map. This map, comprised of 86 residential lots, is now ready for final map approval. See the attached vicinity map.

The land has been surveyed and a final map has been submitted and reviewed. It meets the conditions of approval of the tentative map and is in conformance with the State Subdivision Map Act. All required securities have been posted to guarantee completion of all improvements, and the developer has executed a subdivision agreement. Staff recommends approval of the final map.

**Landscape and Lighting District:** The subdivider has executed a petition requesting the formation of a Landscaping and Lighting Act covering this increment, to cover future costs of electrical energy for the street lights and for any public landscaping and for graffiti removal. The City Council earlier approved the formation of a Landscape and Lighting District including new subdivisions which had signed similar requests. This tract will be added to the district as another zone of benefit.

**Park Fees:** Payment of a school-park acquisition fee and a park development fee is a condition of the issuance of building permits in the tract, as per Specific Plan 91-46.

**Development Agreement:** The City and the subdivider executed a Development Agreement several years ago, which set forth various responsibilities, obligations and entitlements on both parties. This tract and the development conditions for the tract are in compliance with that agreement.

**FISCAL IMPACT:**

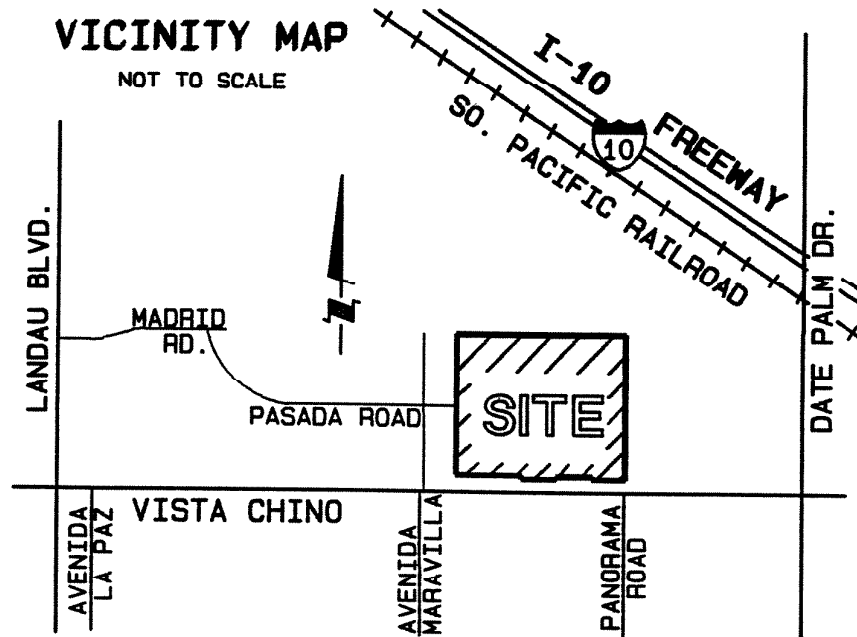
Approval and recordation of this map will allow construction of 86 single family homes in the tentative tract. The fiscal impact will be positive to the economic vitality and improvement of the tax base for the Cathedral City Redevelopment Agency and the community as a whole. However, this approval will likely cause further fiscal constraints in the ability of the City of Cathedral City to meet expected demands for public services from the buyers and residents of this development. This is because City General Fund revenue expected from this tract is not likely to fund current operating levels needed for such services as Fire, Police, Recreation, park maintenance, and other services.

Yet, while this approval will add to the Redevelopment Agency's burden to provide low and moderate income housing, the increase in property tax increment to the Agency should provide a net benefit to the community tax base.

Annexation of this map increment into the Landscape & Lighting District should mitigate some of the lighting and landscape maintenance financial impacts caused by the development of this tract.

**ATTACHMENTS:**

Vicinity sketch



IN THE CITY OF CATHEDRAL CITY,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 27097-8**



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CATHEDRAL CITY RATIFYING A SETTLEMENT  
AGREEMENT WITH JACK D. JANOFSKY AND  
CONDITIONALLY ACCEPTING THE CONVEYANCE OF  
REAL PROPERTY TO THE CITY OF CATHEDRAL CITY**

**WHEREAS**, Jack D. Janofsky is the owner of a parcel of real property located in the City of Cathedral City and identified by Assessor's Parcel Number 680-333-021-8 (the "Property");

**WHEREAS**, the Property is located within Cathedral City Assessment District Number 86-1R; a special assessment has been levied on the Property to secure bonds issued pursuant to the Improvement Bond Act of 1915 to finance public improvements; and certain installments of the special assessment on the Property are delinquent;

**WHEREAS**, the City has commenced two foreclosure actions pursuant to the provisions of the Improvement Bond Act of 1915 (St. & Hwy. Code § 8830 et seq.) to collect the delinquent special assessment installments: City of Cathedral City v. Jack D. Janofsky, et al., Riverside County Superior Court Case No. CIV 079585 and City of Cathedral City v. Jack D. Janofsky, et al., Riverside County Superior Court Case No. INC 019283 (hereinafter, collectively, the "Actions");

**WHEREAS**, Janofsky and the City have reached a settlement under terms previously approved by the City Counsel and memorialized in a Settlement Agreement which Janofsky has executed, attached hereto as Exhibit A and incorporated herein by this reference.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

**Section 1.**

The foregoing recitals are true and correct and are incorporated herein by this reference as though fully set forth herein.

**Section 2.**

The City Council finds that the settlement of the Actions as reflected in the Settlement Agreement is in the best interests of the City and will reduce litigation costs while maximizing the recovery of special assessments.

**Section 3.**

The City Manager is hereby authorized and directed to execute the Settlement Agreement on behalf of the City.

**Section 4.**

The City Manager and the City Attorney are hereby authorized and directed to carry out the terms of the Settlement Agreement and in particular are hereby authorized to inspect the Property and the Property title and either accept the Property or, in the event that either the physical condition of the Property or the state of title is unacceptable, reject the Property on behalf of the City as more particularly set forth in the Settlement Agreement.

**Section 5.**

If the City Manager and the City Attorney accept the Property on behalf of the City, the City Clerk is hereby directed to execute a Certificate of Acceptance which shall certify to the transfer of the Property to the City and cause the same to be processed in the manner required by law.

**APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2001.**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William P. Medlen, Deputy City Attorney

REVIEWED:

\_\_\_\_\_  
Donald E. Bradley, City Manager

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("AGREEMENT") is dated October 19, 2001 for reference purposes and is made by and between Jack D. Janofsky ("JANOFSKY") and the City of Cathedral City ("CITY"). JANOFSKY and the CITY are hereinafter collectively referred to as the "PARTIES."

### **RECITALS**

A. JANOFSKY is the owner of a parcel of real property located in the City of Cathedral City, County of Riverside, identified by Assessor's Parcel Number 680-333-021-8, and legally described as follows:

THE SOUTH HALF OF LOT 31 OF RANCHO VISTA ESTATES NUMBER 2  
AS SHOWN BY MAP ON FILE IN BOOK 22 PAGE 39 OF MAPS, IN THE  
OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY,  
CALIFORNIA. (The "PROPERTY.")

B. The PROPERTY is located within Cathedral City Assessment District Number 86-1R. A special assessment has been levied on the PROPERTY to secure bonds issued pursuant to the Improvement Bond Act of 1915 to finance public improvements. Certain installments of the special assessment on the PROPERTY are delinquent.

C. The CITY has commenced two foreclosure actions pursuant to the provisions of the Improvement Bond Act of 1915 (St. & Hwy. Code § 8830 et seq.) to collect the delinquent special assessment installments: *City of Cathedral City v. Jack D. Janofsky, et al.*, Riverside

County Superior Court Case No. CIV 079585 and *City of Cathedral City v. Jack D. Janofsky, et al.*, Riverside County Superior Court Case No. INC 019283 (hereinafter, collectively, the “ACTIONS”).

D. The PARTIES desire by this AGREEMENT to settle the issues and claims arising out of, or related to, the PROPERTY and the ACTIONS.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Immediately upon execution of this AGREEMENT by both PARTIES, JANOFSKY will execute and deliver to the CITY a quitclaim deed conveying his entire interest in the PROPERTY together with all tenements, easements, rights-of-way, other rights incident thereto, and all improvements located thereon, if any, to the CITY without warranty as to such interest. JANOFSKY agrees to promptly execute such other documents as may be required to convey such interest. JANOFSKY represents and warrants that the PROPERTY is his separate property and is not community property and that he has the right to execute said quitclaim deed.

2. Except as provided herein, JANOFSKY makes no representation or warranty as to the physical condition of the PROPERTY, the state of title to the PROPERTY, or the existence of liens, encumbrances, easements, restrictions of record, objections, or other matters affecting title to the PROPERTY.

3. The CITY will have the right to enter upon, inspect, and test the PROPERTY and to void this AGREEMENT any time prior to recording the deed if dissatisfied with the physical condition of the PROPERTY. By making this AGREEMENT, JANOFSKY expressly grants the

CITY a license for such entry on and inspection and testing of the PROPERTY.

4. The CITY will have the right to obtain a preliminary title report and a policy of title insurance and to void this AGREEMENT any time prior to recording the deed if dissatisfied with the condition of title or any liens, encumbrances, easements, restrictions of record, objections, or other matters affecting title to the PROPERTY.

5. If the CITY elects to proceed under this AGREEMENT, immediately upon recording the deed, the CITY will file with the Superior Court requests for dismissal of the ACTIONS with prejudice.

6. JANOFSKY will not be responsible for any costs associated with the following: inspecting, testing, remediating, clearing, or otherwise improving the physical condition of the PROPERTY; issuance of title insurance; transferring ownership; or clearing title of any liens, encumbrances, easements, restrictions of record, objections, or other matters affecting title to the PROPERTY, including payment of any tax liens.

7. The PARTIES represent and warrant that they have not heretofore assigned or conveyed to any other person or entity any right, title, interest or claim herein provided to be conveyed, released, or discharged.

8. The PARTIES shall bear their own costs and attorney fees in the ACTIONS and with respect to this AGREEMENT.

9. This AGREEMENT may be executed in counterparts, which, when taken together, shall constitute an original AGREEMENT.

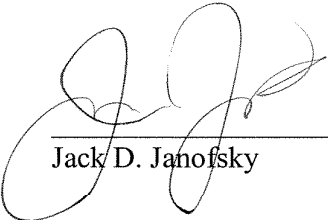
10. This AGREEMENT contains the entire agreement between the PARTIES. The PARTIES hereby warrant that this AGREEMENT is entered into without reliance upon any

statements by any other of the PARTIES, except those contained herein.

11. This AGREEMENT shall be construed for all purposes as though drafted jointly by the PARTIES.

**AGREED:**

11/29/01  
Date

  
Jack D. Janofsky

City of Cathedral City

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Donald Bradley, City Manager

**APPROVED AS TO FORM:**

11/5/01  
Date

GREEN, DE BORTNOWSKY &  
QUINTANILLA, LLP,  
City Attorney for the City of Cathedral City

  
By: William Medlen

## **MEMORANDUM**

TO: Members of the City Council

FROM: Toni Eggebraaten, Special Counsel

RE: Appeal by Valley Adult Books (Robert Smith, John Smith) From Denial of Application to Amend SOB Permit

DATE: November 7, 2001

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**Recommendation:** That the City Council affirm the denial of the October 17, 2001 application by Valley Adult Books, LLC to modify its existing sexually oriented business permit based on the following findings:

- A. The proposed modification of the interior configuration of the business premises would constitute a violation of Cathedral City Municipal Code Section 5.18.130, which Section mandates that the entire interior of the premises be visible from the entrance.
- B. Applicant failed to timely appeal a prior denial of an application for interior booths that was denied on the same ground.
- C. Applicant has not presented any factual or legal basis that would excuse compliance with Section 5.18.130.

**Background:** Valley Adult Books is an LLC. Its only members are Robert Smith and John Smith. Valley Adult Books currently operates a sexually oriented business at 68-774 Summit Drive, Cathedral City, California, pursuant to a sexually oriented business (SOB) permit issued by the City on May 22, 2001.

On October 17, 2001, Valley Adult Books made application to the City for a modification of its existing SOB permit. (Exhibit A.) Specifically, the permittee sought to modify the interior configuration to include enclosed video viewing booths. (See last two pages of Exhibit A.) On October 22, 2001, that application was denied. (Exhibit B.) Applicant timely filed notice of appeal to the City Council. (Exhibit C.) Applicant requests that the City Council "over rule" the denial.

The denial of the application to modify the existing SOB permit was based on two grounds. First, the proposed viewing booths are prohibited by Section 5.18.130 of Chapter 5.18 of the Cathedral City Municipal Code. (See last two pages of Exhibit B.) Second, a prior application was denied for that very reason. When the earlier denial was not appealed to the City Council within the time specified in the Municipal Code, the decision became final and beyond further challenge. This subsequent application to modify the existing permit is an attempt to circumvent the missed deadline for an administrative appeal of the earlier denial.



## PLANNING DEPARTMENT.

(760) 770-0340

Fax - (760) 202-1460

66-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234-7031

(Staff Use Only)

Case No.:

## AMENDMENT TO EXISTING LICENSE

## SEXUALLY ORIENTED BUSINESS PERMIT

## BUSINESS INFORMATION

## CHECK CLASSIFICATION(S) OF SEXUALLY ORIENTED BUSINESS:

- ☒ Adult Arcade  
☒ Adult Bookstore  
☐ Adult Cabaret  
☐ Adult Motel  
☐ Adult Motion Picture Theater

- ☒ Adult Novelty Store  
☒ Adult Video Store  
☐ Nude Model Studio  
☐ Other \_\_\_\_\_

VALLEY ADULT BOOKS  
Business Name (or proposed fictitious business name)33-0934643  
Tax Identification Number68-774 SUMMIT DR  
Street Address of Proposed Business(760) 202-2999  
Telephone Number (if available)COMMERCIAL / INDUSTRIAL  
Legal Description of PropertyJOHN T. SMITH  
Name of Manager on Premises (if no manager selected, submit statement that the manager has not been selected)

## CHECK TYPE OF OWNERSHIP:

- ☐ Sole Proprietorship  
☐ Limited Partnership  
☐ General Partnership

- ☒ Corporation  
☒ Other LLC

## APPLICANT INFORMATION

JOHN T. SMITH  
Name of Individual Completing the Application(760) 328-5989  
Telephone Number68-415 TREASURE TRAIL CATHEDRAL CITY, CA 92234  
Mailing Address

Complete the section below that is applicable to the form of ownership

## SOLE PROPRIETORSHIP

Legal Name

Alias, if any

Telephone Number

Mailing Address

Date of Birth

Social Security Number

Driver's License Number

EXHIBIT A

OCT-17-2001 WED 04:07 PM CATHEDRAL CITY HOUSING FAX NO. 760221470

P. 02

**PARTNERSHIP**

Name of Partnership

List each General Partner:

Legal Name	Alias, if any	Date of Birth
Legal Name	Alias, if any	Date of Birth
Legal Name	Alias, if any	Date of Birth
Legal Name	Alias, if any	Date of Birth

**CORPORATION**

**VALLEY ADULT BOOKS, LLC**  
Name of Corporation

List each Corporate Officer and/or Director:

**ROBERT SMITH** **CONTROL MANAGER**  
Name and Title

**JOHN T. SMITH** **MANAGER**  
Name and Title

Name and Title

**ROGER JON DIAMOND, ATTORNEY** 2115 MAIN ST. SANTA MONICA, CA 90405-2215  
(310) 399-3259

Name of Corporate Agent for Service of Process  
**SCOTT HARLOW ATTORNEY (760) 416-5132**

Has the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer, ever had a Cathedral City Sexually Oriented Business permit denied, suspended or revoked? (If yes, list the name and location of the subject sexually oriented business and the date of denial, suspension or revocation) YES ☐ NO ☒

Business Name/Location

Date

Has the applicant or any other individuals identified in the application had an interest (as director, officer, sole proprietor, or general partner) in an sexually oriented business for which a Cathedral City Sexually Oriented Business permit was denied, suspended or revoked? (If yes, list the name and location of the subject oriented business and the date of denial, suspension or revocation) YES ☐ NO ☒

Business Name/Location

Date

OCT-17-2001 WED 04:07 PM C FEDERAL CITY HOUSING

FAX NO. 76021470

P. 03

**DECLARATION OF APPLICANT**

**SOLE PROPRIETOR:** The undersigned declares under penalty of perjury, under the law of the State of California, that the foregoing information set forth in this application and in its attachments is true and correct.

Signature of Sole Proprietor

Date

**MULTIPLE OWNERS, PARTNERSHIP, CORPORATION:** The undersigned jointly declare that they constitute, collectively, all general partners, officers and directors in the business for which a license is being sought, and do individually declare under penalty of perjury under the laws of the State of California that the foregoing information set forth in this application and in its attachments is true and correct.

Signature

10/17/01

Date

Signature

10/17/01

Date

Signature

Date

**SUBMITTAL REQUIREMENTS**

- ☐ Application processing fee (\$100).
- ☐ Completed permit application form.
- ☐ A recent photograph of the applicant.
- ☐ A sketch or diagram showing the configuration of the premises including total floor space. Must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. Must also demonstrate compliance with the exterior security requirements of lighting and recorded surveillance.
- ☐ Proof that applicant is over 18 years of age.
- ☐ Copy of state/federal permit showing tax identification number (if applicable).
- ☐ Current certificate and straight line drawing as required by Ordinance No. 347 demonstrating proposed business is at least 1000 feet from any other sexually oriented business and at least 750 feet from any sensitive use as defined by local Zoning Ordinance.
- ☐ Statement that the manager has not been selected (if applicable).

**DETERMINATION OF APPLICATION (staff use only)**Action Taken: ☐ APPROVED ☐ DENIED

Conditions of Approval:

Grounds for Denial:

Approved By:

Date:

Date/Time Received:	Received By:	Amount Received:	Receipt No(s):
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OCT-17-2001 WED 04:08 PM CATHEDRAL CITY HOUSING

FAX NO. 7~~02~~9021470

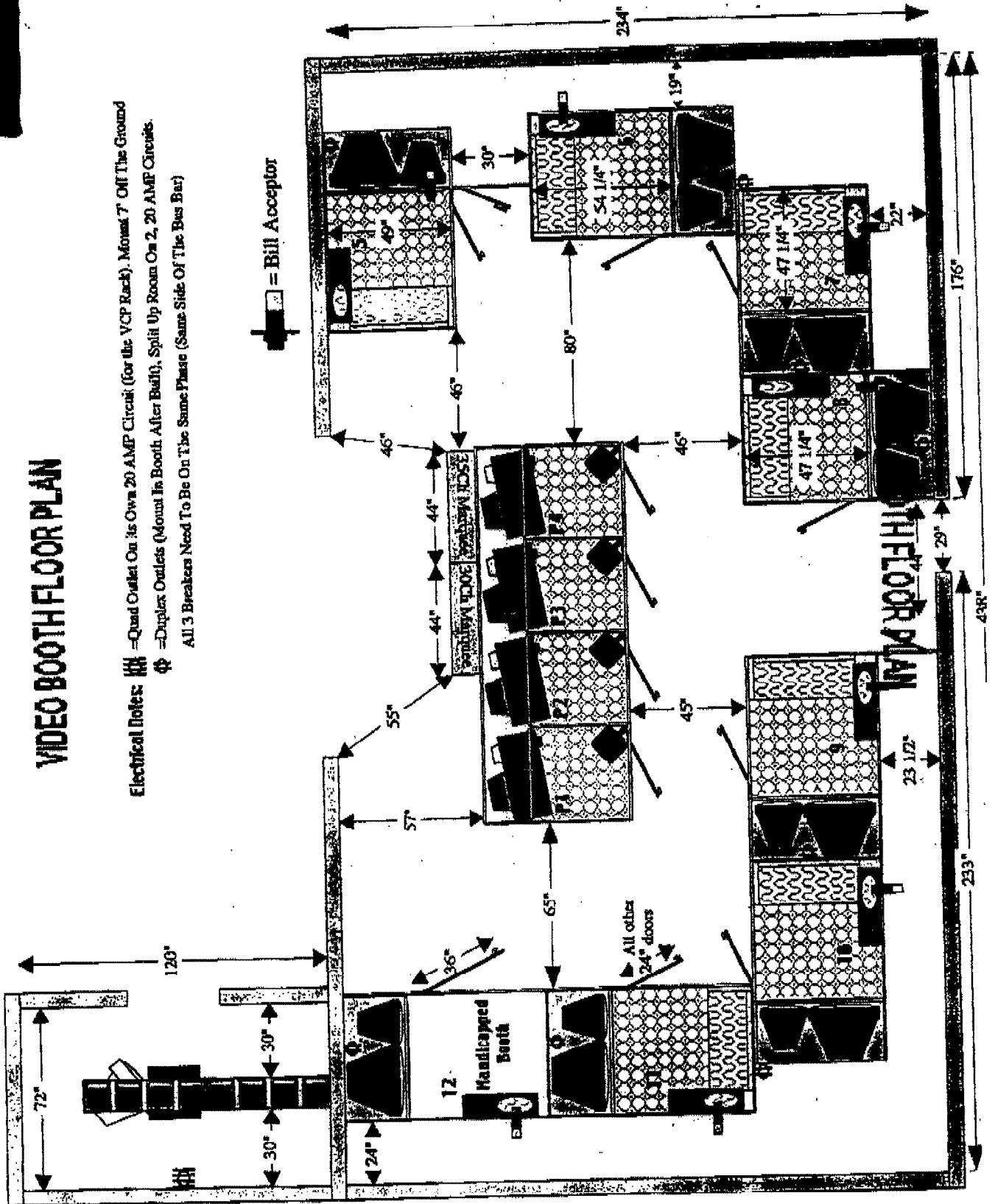
P. 04

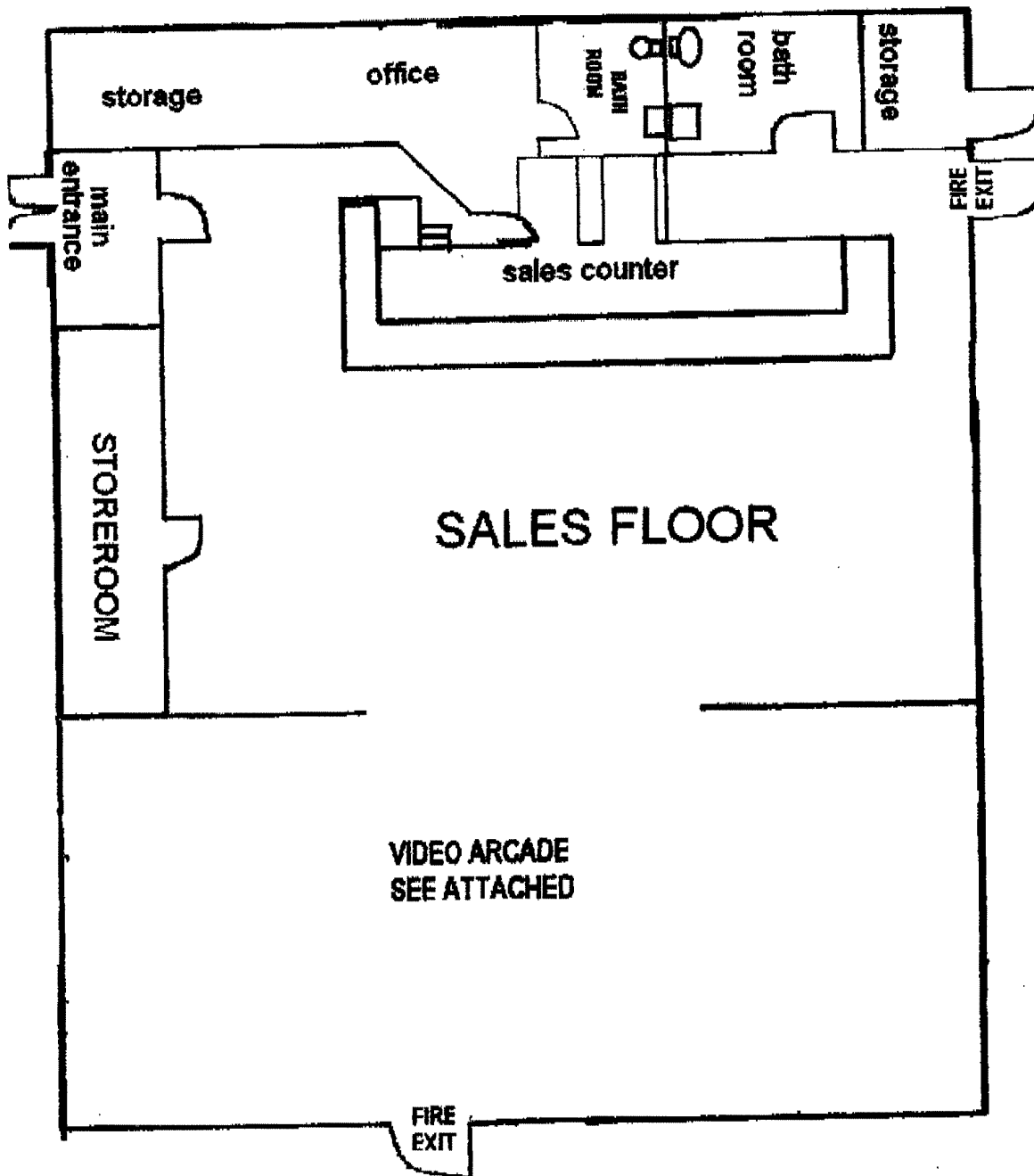
## VIDEO BOOTH FLOOR PLAN

**Electrical Notes:**

-  =Quad Outlet On its Own 20 AMP Circuit (For the VCP Rack). Mount 7' Off The Ground
-  =Duplex Outlets (Mount In Booth After Built), Split Up Room On 2, 20 AMP Circuits.

All 3 Breakers Need To Be On The Same Phase (Same Side Of The Bus Bar)





COUNTRY CLUB BUSINESS PARK  
77-564A COUNTRY CLUB DR., SUITE 191  
PALM DESERT, CA 92211

**TONI EGGEBAATEN**  
ATTORNEY AT LAW

PHONE: 760-772-4292  
FAX: 760-772-4293  
E-MAIL: ToniEgg@aol.com

October 22, 2001

John T. Smith  
Robert Smith  
Valley Adult Books, LLC  
68415 Treasure Trail  
Cathedral City, CA 92234

John T. Smith  
Robert Smith  
Valley Adult Books, LLC  
68774 Summit Drive  
Cathedral City, CA 92234

RE: Valley Adult Books

Dear Sirs:

Your application to amend your existing sexually oriented business permit was referred to this office for processing.

As I review the application, I see only a few changes. First, you seek to add two additional classifications of sexually oriented business to the existing two classifications previously approved. Specifically, in addition to the existing classifications of adult novelty store and adult video store, you seek to include adult arcade and adult bookstore. The only other modification is the floor plan where you propose to operate enclosed video booths in the area at the east end of the building; that space was denominated as storage space in the application that was previously approved.

As you know, your prior proposal to operate enclosed video booths at the premises was denied on March 23, 2001. The basis of the denial was that the proposed video booths violated Section 5.18.130 of the Cathedral City Municipal Code. I enclose a copy of that section for your reference. The prior denial, on the basis of Section 5.18.130 was not appealed to the City Council. Rather, you submitted a new application that effectively withdrew your request for enclosed booths. This renewed request to include enclosed booths, then, is denied for two reasons. First, the enclosed booths are a violation of Cathedral City Municipal Code § 5.18.130. Second, you failed to appeal the prior denial on the same ground. You cannot enlarge your time to appeal by making the same request after the deadline to appeal has run.

With respect to the apparent attempt to include reclassification of "adult bookstore" in the existing permit, that amendment would be allowed if it were submitted independent of the request for video booths and if the interior configuration remained consistent with that previously approved by the City. Likewise, if you wish to amend your permit to

EXHIBIT B

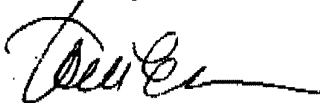
John T. Smith and Robert Smith  
October 22, 2001  
Page 2

include on-site viewing of videocassettes, and thus the additional classification of "adult arcade," application should be made independent of a request to include enclosed video booths.

In sum, please understand that your recent application to amend your existing sexually oriented business permit has been denied solely on the basis that it contemplates the use of enclosed video booths in violation of Cathedral City Municipal Code § 5.18.130.

Because you personally submitted the application to amend your permit, I have responded directly to you. If further communications should be directed to your counsel, please let me know.

Sincerely,



Toni Eggebraaten  
Attorney at Law

cc: Roger Jon Diamond, Esq.  
Scott Harlow, Esq.  
TE/cp

Title 5 BUSINESS REGULATIONS

Chapter 5.18 LICENSING AND REGULATION OF SEXUALLY ORIENTED BUSINESSES\*

---

**5.18.130 Business operations.**

**A. Visibility of Interior.**

1. The entire interior of an adult arcade, adult bookstore, adult novelty store, adult cabaret, adult video arcade, nude model studio, and any nonconforming sexual encounter establishment and the entire concession area of an adult motion picture theater or adult theater, the entire common areas of an adult motel, and the entire exhibition area of an adult motion picture theater or adult theater, shall be visible upon entrance to such areas.
2. Visibility from the entrance shall not be obstructed by any curtain, door, wall, merchandise rack, or any other thing.
3. No partially or fully enclosed booths or partially or fully concealed booths shall be maintained.
4. No patrons shall be permitted access to any area of the premises not visible from the entrance.

**B. Exceptions to Visibility Requirements.**

1. Section 5.18.030A shall not apply to those areas of a sexually oriented business to which only employees are permitted access and patrons are excluded and which cannot be viewed from any area accessible to patrons.
2. Section 5.18.130A shall not apply to a restroom; however, no restroom shall contain any merchandise, materials, product, or service referenced in Section 5.18.020.

**C. Private Viewing Booths or Rooms.**

1. No viewing room or booth of an adult arcade or adult video arcade may be occupied by more than one person at any time.
2. The walls or partitions between viewing rooms or booths shall be maintained in good repair at all times, with no holes between any two such rooms such as would allow viewing from one booth into another or such as to allow physical contact of any kind between the occupants of any two such booths or rooms.
3. The floors, seats, walls and other interior portions of all viewing rooms or booths shall be maintained clean and free from waste and bodily secretions.

**D. Lighting.**

1. The entire premises of every adult arcade, adult bookstore, and nude model studio, and nonconforming sexual encounter establishment shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than two footcandles as measured at the floor level.

**E. Posting Permit.**

1. A valid sexually oriented business permit duly issued pursuant to this chapter shall be posted in conspicuous place at or near the entrance to the sexually oriented business so that it can be easily read at all times.

**F. Manager on Duty.**

1. There shall be a responsible person on the premises to act as manager at all times during which the business is open.
2. At all times that any patron is present inside the premises, at least one manager shall be situated at a location within the premises so as to allow her/him an unobstructed view of the

entire area accessible to patrons. Within those sexually oriented businesses lawfully configured to include more than one room accessible to patrons, such as an adult theater with both a concession area and an exhibition area, or various common areas of an adult motel, sufficient additional managers shall be present as necessary to allow management personnel to maintain an unobstructed view of the entirety at all times of all areas accessible to patrons.

3. Every permittee shall ensure that all employees are familiar with the provisions of this chapter as amended from time to time and with all other regulations adopted by the city related to sexually oriented businesses.

G. Required Physical Modification to Premises.

1. An operator of a sexually oriented business shall be permitted a reasonable period of time to make modifications to the business premises if such modifications are made necessary by the implementation of the provisions of this section.

2. The reasonable period of time shall normally be thirty days from the effective date of said ordinance to file the appropriate plans and designs with the city, and up to ninety days thereafter for completion of the modifications.

3. Should modifications be so extensive as to reasonably require a longer period of time, the city or its designee may grant a longer period of time for completion of such modifications, in consultation with the city's building officials. (Ord. 487 § 1, 1998; Ord. 346 § 2 (part), 1992)



## MEMORANDUM

---

**TO:** Toni Eggebraaten, Attorney  
FAX: 772-4293  
(6 Pages Total)

**FROM:** Donna Velotta, City Clerk  
City of Cathedral City  
Phone: 770-0322  
FAX: 770-0399  
E-Mail: dvelotta@cathedralcity.gov

**DATE:** October 29, 2001

**SUBJECT:** REQUEST FOR APPEAL

---

Toni,

Please find attached all of the documents submitted to the City Clerk's office by Mr. Robert Smith. He is requesting an appeal hearing before the City Council in response to your letter of denial for his request for an amendment to his current business permit. As I understand it, the appeal must be heard at the next regular Council meeting which is on November 14, 2001. We will need an Agenda Report regarding this matter for that meeting by November 5th.

If you need anything further from me, please do not hesitate to get in touch.

Please and Thank You.

EXHIBIT C

**PETITION OF APPEAL TO THE CATHEDRAL CITY COUNCIL**

Request is hereby made by the following person(s) who claim to be directly or indirectly adversely affected

by a decision of the VALLEY ADULT BOOKS LLC ROBERT SMITH JOHN SMITH

Grounds upon which this appeal is based are: \_\_\_\_\_

DENIAL BY CITY ATTORNEY TONI EGGEBRATTEN TO AMEND EXISTING  
ADULT BUSINESS LICENSE

The City Council is hereby asked to: OVER RULE CITY ATTORNIES DECISION

APPLICANT: VALLEY ADULT BOOKS LLC Address: 68-774 SUMMIT DR.  
CATHEDRAL CITY, CA. 92234

Signed: *Robert Smith*

Telephone: (760) 202-2999

Attach other names and addresses if needed.

Attach: Minimum appeal fee \$100.00 (Refer to Combined Fee Schedule for exact appeal fee).  
Make checks payable to the City of Cathedral City.

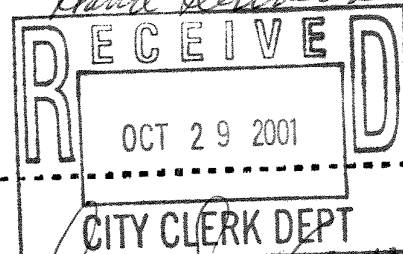
Send to: CITY CLERK  
CITY OF CATHEDRAL CITY  
68-700 AVENIDA LALO GUERRERO  
CATHEDRAL CITY, CA 92234

FOR OFFICE USE ONLY

Date of Original Action: \_\_\_\_\_

By: \_\_\_\_\_

Date Filed: \_\_\_\_\_  
Receipt No. \_\_\_\_\_



# CITY OF CATHEDRAL CITY

68-700 Avenida Lalo Guerrero  
CATHEDRAL CITY, CA 92234

(760) 770-0340

Customer's Order No.		Date		10-29-01	
Name		Valley Books, LLC			
Address					
SOLD BY	CASH	C. O. D.	CHARGE	ON ACCT.	MDSE. RETD.
QUAN.	DESCRIPTION			PRICE	AMOUNT
	appeals				100 -
	100-911-6901				
	ck # 1216				
	TAX				
	TOTAL				100 -
U083701		Rec'd by <i>WV</i>			

All claims and returned goods MUST be accompanied by this bill.

GS-201-3 PRINTED IN U.S.A.

Thank You



## VALLEY BOOKS, LLC

TAX-CREDIT CARDS

PH: 760-702-2999

68774 SUMMIT DR.

CATHEDRAL CITY, CA 92234

PAY TO THE ORDER OF

City of Cathedral City

Bank of America

Cathedral City  
68-435 HWY 111  
Cathedral City CA  
760 340 1867



DATE

10-29-01

\$ 100.00

DOLLARS

13-66  
1220

1216

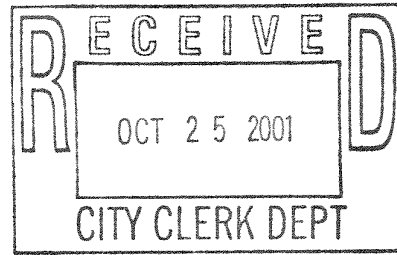
FOR

⑈001216⑈ ⑆12200066⑆ 24489⑈08370⑈

*[Signature]*

TO: CITY CLERK  
CITY OF CATHEDRAL CITY

FROM: VALLEY ADULT BOOKS LLC  
ROBERT SMITH & JOHN SMITH



TODAY I RECIEVED IN THE MAIL DENIAL OF MY APPLICATION  
FROM THE CITY ATTORNEY, SO THEREBY I WOULD LIKE TO BE PLACED ON  
THE AGANDA FOR THE MEETING OF THE COUNCIL FOR APPEAL PURPOSES  
I WOULD LIKE THIS AT THE EARLIEST POSSIBLE DATE PREFERABLE THE  
NEXT COUNCIL MEETING IN TWO WEEKS

SINCERELY

ROBERT SMITH

*Sent form - 10/29/01  
Left phone msg. - (2)*

COUNTRY CLUB BUSINESS PARK  
77-564A COUNTRY CLUB DR., SUITE 191  
PALM DESERT, CA 92211

TONI EGGEBRAATEN  
ATTORNEY AT LAW

PHONE: 760-772-4292  
FAX: 760-772-4293  
E-MAIL: ToniEgg@aol.com

October 22, 2001

John T. Smith  
Robert Smith  
Valley Adult Books, LLC  
68415 Treasure Trail  
Cathedral City, CA 92234

John T. Smith  
Robert Smith  
Valley Adult Books, LLC  
68774 Summit Drive  
Cathedral City, CA 92234

RE: Valley Adult Books

Dear Sirs:

Your application to amend your existing sexually oriented business permit was referred to this office for processing.

As I review the application, I see only a few changes. First, you seek to add two additional classifications of sexually oriented business to the existing two classifications previously approved. Specifically, in addition to the existing classifications of adult novelty store and adult video store, you seek to include adult arcade and adult bookstore. The only other modification is the floor plan where you propose to operate enclosed video booths in the area at the east end of the building; that space was denominated as storage space in the application that was previously approved.

As you know, your prior proposal to operate enclosed video booths at the premises was denied on March 23, 2001. The basis of the denial was that the proposed video booths violated Section 5.18.130 of the Cathedral City Municipal Code. I enclose a copy of that section for your reference. The prior denial, on the basis of Section 5.18.130 was not appealed to the City Council. Rather, you submitted a new application that effectively withdrew your request for enclosed booths. This renewed request to include enclosed booths, then, is denied for two reasons. First, the enclosed booths are a violation of Cathedral City Municipal Code § 5.18.130. Second, you failed to appeal the prior denial on the same ground. You cannot enlarge your time to appeal by making the same request after the deadline to appeal has run.

With respect to the apparent attempt to include reclassification of "adult bookstore" in the existing permit, that amendment would be allowed if it were submitted independent of the request for video booths and if the interior configuration remained consistent with that previously approved by the City. Likewise, if you wish to amend your permit to

John T. Smith and Robert Smith  
October 22, 2001  
Page 2

include on-site viewing of videocassettes, and thus the additional classification of "adult arcade," application should be made independent of a request to include enclosed video booths.

In sum, please understand that your recent application to amend your existing sexually oriented business permit has been denied solely on the basis that it contemplates the use of enclosed video booths in violation of Cathedral City Municipal Code § 5.18.130.

Because you personally submitted the application to amend your permit, I have responded directly to you. If further communications should be directed to your counsel, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Toni Eggebraaten", with a long horizontal flourish extending to the right.

Toni Eggebraaten  
Attorney at Law

cc: Roger Jon Diamond, Esq.  
Scott Harlow, Esq.

TE/cp



**AGENDA REPORT**  
for consideration by the  
**CATHEDRAL CITY CITY COUNCIL**

---

**SUBJECT: RESOLUTION APPROVING SPECIFIC PLAN 87-21-A TO PROVIDE GREATER DEFINITION TO ARCHITECTURAL STANDARDS AND ALLOW 'DESERT MODERN' ARCHITECTURAL THEMES FOR BUILDINGS IN PLANNING UNIT 1.**

**DEPARTMENT:** Planning

**MEETING DATE:** November 14, 2001

**CONTACT PERSON:** Cynthia S. Kinser

**DEADLINE FOR ACTION:** N/A

**APPROVED:** Rebecca Maddox      D.S. Bradley      [Signature]  
Department      City Manager      Finance

---

**RECOMMENDATION:** That the City Council adopt the Resolution, thereby approving the Specific Plan Amendment.

---

**BACKGROUND:**

Specific Plan 87-21 establishes several standards that augment the underlying zoning for existing lots along Vista Chino Drive and Date Palm Drive. One of those standards requires the application of "California Spanish" architecture, to achieve land use compatibility with nearby residences and create a consistent architectural style for the area as a whole. Kaminski Productions proposes to construct a building on a lot located at the southeast corner of Vista Chino and Horizon Road. The building is Desert Modern architecture, and does not conform to the Specific Plan. The applicant requested a Specific Plan amendment that would allow Desert Modern themes in a small portion of Planning Area 1 along Vista Chino Road. The Planning Commission recommended disapproval of the proposal and submitted its recommendation to the Council. On August 22, 2001, the Council considered the Commission's recommendation regarding SP87-21A, and referred the matter back to the Planning Commission for re-consideration.

On October 3, the Commission re-evaluated the request and determined that Desert Modern themes may be appropriate and expanded the opportunity for such designs to the Planning Unit as a whole (the block bounded by Date Palm and Horizon and Adelina Road and Vista Chino). The attached resolution recommends that the Council approve a Specific Plan Amendment that has two elements:

1. The amendment would allow Desert Modern architectural designs within Planning Unit 1 of the Specific Plan.
2. The amendment would identify architectural features that are consistent with both Desert Modern and California Spanish themes.

**ENVIRONMENTAL FINDING:**

The project is exempt from the CEQA.

**PUBLIC NOTIFICATION:**

This project and the environmental determination were noticed in accordance with the City Zoning Ordinance and CEQA.

**ATTACHMENTS:**

Exhibit A      Draft Resolution

**RESOLUTION NO. \_\_\_\_**

**SPECIFIC PLAN NO. 87-21-A**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 87-21-A; A REQUEST TO AMEND CONDITION NO. 7 OF SPECIFIC PLAN NO. 87-21 TO ALLOW DESERT MODERN BUILDING DESIGNS IN PLANNING UNIT 1 AND IDENTIFY ARCHITECTURAL FEATURES THAT WOULD DEFINE CALIFORNIA SPANISH AND DESERT MODERN ARCHITECTURAL THEMES.**

**WHEREAS**, an application to the City of Cathedral City, California ("City"), for approval of a Specific Plan Amendment under the provisions of the Cathedral City Zoning Ordinance was initiated by Kaminski Productions ("Applicant"); and

**WHEREAS**, said application has been submitted to said City's Planning Commission for decision after a public meeting was held on July 18, 2001 and the matter re-considered on October 3, 2001; and

**WHEREAS**, Specific Plan No. 87-21 establishes standards that augment the underlying zoning on existing lots located along Vista Chino Road and Date Palm Drive; and

**WHEREAS**, Applicant is requesting an amendment to Condition No. 7 of the Specific Plan, establishing a California Spanish architectural theme for the area;

**WHEREAS**, the City of Cathedral City acting as Lead Agency has determined that the requested Specific Plan Amendment is exempt for the California Environmental Quality Act;

**THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES RESOLVE AS FOLLOWS:**

**Section 1. The City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to the following:**

- a) The Staff Report prepared for the Council by the City Planner;
- b) The recommendation of the Planning Commission;
- c) Public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and
- d) Testimony and/or comments from interested parties including the Applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

**Section 2. Based on the foregoing evidence the City Council finds that:**

- a. The service station at the corner of Vista Chino and Date Palm is a contemporary building.
- b. Permitting Desert Modern variations in Planning Unit 1 will not substantially alter the character of the area or the City's original intent in adopting the Specific Plan.
- c. The amendment will create a sense of architectural variation to a relatively uniform building theme.

**Section 3. In view of all the evidence, and based on the foregoing findings, the City Council hereby resolves as follows:**

**Condition No. 7 of Specific Plan No. 87-21 shall be replaced with the following language:**

7. The overall architectural style of the plan area shall be California Spanish; however, Desert Modern themes may be permitted in Planning Unit 1.

The following features will characterize California Spanish themes:

- Arches
- Decorative recesses
- Cantilevered balconies
- Actual or simulated depth to windows and doors
- Mission, concrete "S" or low profile tile roofs
- Heavy beams or ornamental ironwork
- Textured stucco exteriors
- Hips and gables
- Walkways and / or small courtyards
- Decorative vent holes or tile vents
- Decorative trims and recesses
- Wing walls
- Slump stone, split face or stucco walls

The following features will characterize Desert Modern themes:

- Simple geometric forms
- Non-textured stucco or block exterior
- Minimal ornamentation
- Large glass windows
- Deep overhangs
- Flat, low pitched or angular roofs
- Stone veneer

Variations of these themes are acceptable within the respective areas, provided such styles are compatible with adjacent development in terms of scale, proportion, and composition of exterior materials, colors and textures.

**Section 3.** NOW, THEREFORE, LET IT BE RESOLVED, that the City Council of the City of Cathedral City does hereby APPROVE SP 87-21-A a request to amend Condition No. 7 of Specific Plan No. 87-21 to allow Desert Modern building designs in Planning Unit 1 and identify architectural features that would define California Spanish and Desert Modern architectural themes.

APPROVED and Adopted on this 14th day of November 2001.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

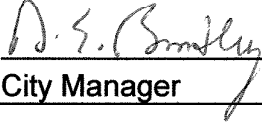
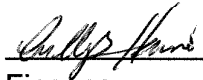
\_\_\_\_\_  
DEPARTMENT HEAD

**CITY OF CATHEDRAL CITY  
CITY COUNCIL  
AGENDA REPORT**

**SUBJECT:** SUNLINE TRANSIT ELECTRIC POWER PLANT FACILITY AND  
AMENDMENT TO SUNLINE JOINT POWERS AGREEMENT TO  
INCLUDE POWER OF EMINENT DOMAIN

**DEPARTMENT:** City Manager **MEETING DATE:** Nov. 14, 2001

**CONTACT:** Donald E. Bradley, City Manager **DEADLINE FOR ACTION:**  
December 2001  
**Presentation by William Maier, SunLine's Chief Financial Officer  
And Bob Kendall, Sunlaw Energy's President**

<b>APPROVED:</b>		
	_____ Department	_____ City Manager
		_____ Finance

**REQUESTS:**

1. That the City Council direct its Sunline Transit ("Sunline") Board Member to support the proposed Sunline Electric Power Plant Facility ("Project").
2. That the City Council direct its Sunline Board Member to approve an amendment to the Sunline Joint Powers Agreement to include the power of eminent domain.

**RECOMMENDATIONS:**

1. Take whatever action deemed appropriate by the City Council with respect to support of the Project.
2. If the City Council supports the Project, then the City Council should direct the City's Sunline Board Member to approve an amendment to the Sunline Joint Powers Agreement to include the power of eminent domain for purposes of permitting Sunline to obtain certain tax-exempt financing for the Project provided that the exercise of its eminent domain authority in any particular instance is first approved by a unanimous vote of the entire membership of the Sunline Board.

**BACKGROUND:**

Sunline is in the process of creating a partnership to construct an electric power plant facility. Sunline claims that the Project will have an excellent chance to produce electricity that could be used in the Coachella Valley.

Sunline, in partnership with Sunlaw Energy Corporation (no affiliation with Sunline), Questar Corporation and BP Capital, LLC, is exploring the feasibility of constructing and operating a 120 megawatt electricity generation facility in the Thousand Palms area. Sunline claims that each of the partners will bring particular expertise to the Project, ensuring success from concept to construction to operation of the facility. Sunline's principal role, and the reason Sunline needs the power of eminent domain, will be to provide the municipal framework that will allow the project to qualify for lower cost tax-exempt financing, and exemption from the payment of property taxes.

Sunline represents that it has a four-fold interest in the Project:

1. To ensure a constant and reliable electric power source to support its operations, particularly to drive the electrolysis units needed in government contract work. This reliable power source could also be advantageous to the entire Coachella Valley if municipalization efforts continue through the CVAG process.
2. Since the Project will consume approximately 30 times more natural gas than Sunline's current fueling needs, it will enable Sunline to negotiate prices for natural gas as a considerable higher-volume consumer.
3. To reduce power costs through association with Imperial Irrigation District ("IID").
4. Will produce a revenue stream to expand public transit in the Coachella Valley.

Sunline further purports that the Project will provide three distinct advantages to the community over the other current or recently proposed projects:

1. It proposes significant emissions advantages. It will use SCONOX technology, which is the current standard for pollution control for such facilities across the United States. This technology not only reduces Nitrogen Oxides (NOX) to levels well below the best available control technology (BACT), but also reduces all the other primary pollutants (PM-10, Sulfur Dioxide-SO<sub>2</sub>, Carbon Monoxide-CO and Volatile Organic Compounds-VOC) as well.
2. It will open for business as a combined-cycle (rather than simple cycle) facility, which means it will produce power with less fuel, thereby being more efficient.
3. It will use the latest technology in wet-dry cooling procedures, using water only when absolutely necessary (over 50% will be reclaimed water from CVWD), and recharging the aquifer for what is used.

Sunline claims that the Project will be the cleanest, most efficient gas turbine power producer in the country, characteristics of the leading-edge technologies with which Sunline has been associated for years.

Sunline also claims that the location of the Project is expected to result in maximum efficiency. Sunlaw, according to Sunline, plans to shortly obtain an option on land in close proximity to both the Southern California Edison Mirage Substation and IID Ramon Substation, located on Ramon Road in Thousand Palms, in an area of low population density. The Project, according to Sunline, can easily be connected to either, or both substations.

The project partners feel that there is a finite window of opportunity for the construction of gas turbine facilities in California. Accordingly, Sunline hopes to have the Project moved along expeditiously so that it can be in-service in early 2003. To accomplish this, the project proponents claim that they will need to obtain Sunline's Board of Directors' approval by the end of December, 2001.

**Note:** All representations regarding the financing, construction and operation of the proposed Sunline Electric Power Plant Facility are based on general information provided to staff by SunLine, and the purported benefits of the Project as set forth in this section of the Agenda Report are not representations staff has had an opportunity to independently investigate or analyze in any great detail.

#### **FISCAL IMPACT:**

There is no direct fiscal impact to the City of Cathedral City.

#### **ALTERNATIVES:**

1. Do not support the Project.
2. Support the Project, agree to provide SunLine with the power of eminent domain authority and permit SunLine to exercise its eminent domain authority without requiring an unanimous vote of the entire membership of the SunLine Board.
3. Support the Project and do not agree to provide SunLine with the power of eminent domain but agree to provide SunLine with either the power of taxation or general police powers.
4. Support the Project and do not agree to provide SunLine with the power of eminent domain authority, general police powers or the power of taxation and recommend that SunLine explore other alternatives to financing the Project that does not require any of the above municipal powers.

**ATTACHMENTS:**   Summary  
                          SunLine Joint Powers Transportation Agency Agreement

sunline.wpd

## **SUMMARY**

### **REQUESTS:**

A request from Sunline Transit ("Sunline") for support of a proposed electric power plant facility and approval of an amendment to the Sunline Joint Powers Agreement to add the power of eminent domain.

### **PURPOSE:**

In order to obtain tax-exempt financing for a electrical power plant facility Sunline claims it needs one of the following powers:

- Taxing Power
- General Police Powers
- The Power of Eminent Domain

### **PROPONENTS:**

- Sunline
- Sunlaw Energy Corporation
- Questar Corporation
- BP Capitol, LLC

### **PROJECT:**

- 120 Megawatt Electricity Generation Facility

### **PROJECT SITE:**

- Thousand Palms area on land situated adjacent to the Southern California Edison Mirage Substation and the Imperial Irrigation District Ramon Substation.

### **PROJECT'S OBJECTIVES:**

- To ensure a constant and reliable electric power source to support Sunline's operations.
- To provide power source for electric units needed for government contract work.
- To provide a reliable power source for the entire Coachella Valley

via CVAG's electrical municipalization project.

- To enable Sunline to negotiate better natural gas rates since it will have to buy larger volumes (up to 30 times more) of natural gas for its fleet and the power plant.
- To reduce the cost of electrical power for Sunline since it will be able to purchase power "at cost".

#### **SUNLINE'S ROLE:**

- Will provide the municipal framework to allow the project to qualify for tax-exempt financing and exemption from property taxes.

#### **OPERATIONS:**

- Will use the current standard for pollution control for such facilities (SCONOX Technology).
- SCONOX Technology will produce lower levels of Nitrogen Oxides, PM-10, Sulphur Dioxide, Carbon Monoxide and Volatile Organic Compounds than other technologies used for similar facilities.
- Will operate as a "combined cycle" project which means it will produce power more efficiently than a "simple cycle" facility.
- Aquifer from which water will be withdrawn for use by the facility will be recharged.
- Will use latest technology in dry cooling procedures for the purpose of reducing water consumption.
- The facility could be easily connected to the adjacent Southern California Edison and Imperial Irrigation District substations.

**OTHER CLAIMS:**

- Will be the cleanest, most efficient gas turbine electric power producer in the country.

**TARGET DATES:**

- Sunline's Board of Directors approval needed by end of December 2001.
- Target "In-Service" date is around end of 2002.

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# SunLine

TRANSIT AGENCY

Serving the Coachella Valley

February 9, 1983

Mr. Jack Smith  
City Manager  
City of Cathedral City  
P.O. Drawer AA  
Cathedral City, CA 92234

Dear Jack:

The attached SunLine Joint Powers Transportation Agency Agreement has been forwarded to each of the current SunLine member entities. Along with the Agreement, a request has been made that each participant approve the Agreement prior to March 23, 1983. It is hoped that at the March 23, 1983 SunLine Board meeting, Cathedral City will join SunLine. It is my thought that we should publicize the entry so that Cathedral City and SunLine receive some "press".

In order to ensure that all of the legal requirements are met, it is my understanding that an elected representative of your city should be selected by the council to sign the Joint Powers Agency Agreement on behalf of Cathedral City.

Thank you for your patience in this matter and I hope that the approach outlined is satisfactory. Should you have any questions or concerns, however, feel free to contact me at your convenience.

Sincerely,

SUNLINE TRANSIT AGENCY



Lee Norwine  
General Manager

LN/jj

Attachment

cc: Hon. Pat Murphy, Mayor

SUNLINE JOINT POWERS  
TRANSPORTATION AGENCY  
AGREEMENT

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## SUNLINE JOINT POWERS TRANSPORTATION AGENCY AGREEMENT

THIS AGREEMENT is entered into by and between the County of Riverside and the Coachella Valley Cities which are parties to this Agreement and other public agencies which subsequently become Members of SunLine. For purposes of this Agreement, the Coachella Valley area is defined as the territory within the boundaries of the Palm Springs and Desert Sands Unified School Districts and that portion of the Coachella Unified School District located within Riverside County. All parties to this Agreement are governmental entities in the COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

WHEREAS, the SunLine Joint Powers Transportation Agency was created effective July 1, 1977, and

WHEREAS, the County of Riverside and cities which are member agencies of SunLine wish to make major alterations to the Joint Powers Agency Agreement which initially formed the Agency, and

WHEREAS, in order to make the Agreement more clear, it is felt desirable to revise the entire document in lieu of making amendments, and

WHEREAS, it is the intent of the parties hereto that this revised Agreement will supercede the original Joint Powers Transportation Agency Agreement,

NOW, THEREFORE, the County and Cities which are parties to this Agreement, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

### SECTION 1. PURPOSE OF THE AGREEMENT.

Each party to this Agreement has the power to own, maintain and operate a public transportation system. Under authority of Title 1, Division 7, Chapter 5, of the Government Code (Section 6500 et seq.) the parties desire, by joint exercise of their common power, to continue the operation of a public transportation entity, separate and distinct from each of the parties, to be known as "the SunLine Transit Agency" (hereinafter SunLine). SunLine shall own, maintain, operate and administer a public

transportation system. SunLine shall serve as a unifying umbrella agency to coordinate transit service throughout the Coachella Valley, as determined by the SunLine Board of Directors. On the effective date of this Agreement, the newly created Joint Powers Agency shall absorb all capital assets acquired by the SunLine Joint Powers Transportation Agency. SunLine shall provide a standardized system of fares, a universal system of transfers, and facilities for the benefit of the parties to this Agreement. The expertise, efficiencies and economies resulting from the joint effort, coupled with the acquisition of available financial and technical assistance programs, will provide the impetus to SunLine to coordinate and manage Coachella Valley wide public transportation operations.

## SECTION 2. AUTHORITY.

Pursuant to Section 6500 et seq., of the California Government Code SunLine is established as a public entity which is separate and apart from the individual parties to this Agreement.

## SECTION 3. BOARD OF DIRECTORS.

SunLine shall be administered by a Board of Directors (hereinafter "Board") representing each of the parties to this Agreement.

### A. MEMBERSHIP OF THE BOARD

Each party to this Agreement shall be authorized to appoint and shall appoint one member of the Board as follows:

1) Each municipality shall appoint as its respective Board member a member of its City Council;

2) The County of Riverside shall appoint as its member to the Board a member of the County of Riverside Board of Supervisors.

3) Any other public agency participating in this Agreement shall appoint as its member to the Board a member of its legislative governing body.

The members so appointed shall be known as primary

members.

#### B. ALTERNATE MEMBERS TO THE BOARD

Each party to this Agreement shall appoint an alternate member to the Board to serve in the absence of that party's primary member. Alternate members shall be appointed subject to the same criteria as primary members, as set forth in subsection A., above.

#### C. OFFICERS

Annually, the Board shall elect from among its members a Chairman and a Vice-Chairman to serve for a term expiring at the end of each fiscal year ending June 30.

The Board shall have the authority to appoint or employ such other officers, employees, consultants, advisors and independent contractors as it may deem necessary.

#### D. POWERS

The SunLine Board shall have the common power of the parties, hereto, to own, operate and maintain a public transit system. In the exercise of said power under this Agreement, SunLine is authorized in its own name to:

- 1) Sue and be sued;
- 2) Employ agents and employees and contract for professional services;
- 3) Make and enter contracts;
- 4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- 5) Acquire and convey real and personal property;
- 6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by SunLine shall not be nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- 7) Invest funds not required for immediate use in the same manner and upon the same conditions as other local

entities in accordance with Section 53601 of the Government Code; and

8) Do all other acts reasonable and necessary to carry out the purpose of this Agreement.

Such powers are subject to the restrictions of law as apply to the exercise of the same powers by any of the parties to this Agreement.

#### E. MEETINGS

##### 1) Regular Meetings

The Board shall establish a time and place for regular meetings; provided, however, that meetings shall be held at least once each fiscal quarter, and more often as the need may arise.

##### 2) Ralph Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act, as amended (Government Code, Section 54950 et seq.).

#### F. FUNCTIONS

The Board shall perform the following functions:

- 1) Adopt the budget;
- 2) Appoint the General Manager;
- 3) Appoint advisory committees as deemed necessary;
- 4) Establish policy, including, but not limited to:
  - a) Fares;
  - b) Marketing;
  - c) User information;
  - d) A system of transfers;

e) Transit services, facilities and operations.

5) Adopt rules and regulations for the conduct of business;

6) Perform such other functions as required to accomplish the purposes of this Agreement.

#### G. VOTING

Each member of the Board shall have one vote.

#### H. QUORUM, MAJORITY VOTE

1) Quorum: The number of members sufficient to constitute a quorum shall be fifty percentum (50%) of the total number of parties to SunLine plus one (rounded to the nearest whole number). The Board may take no official action in any instance where less than a quorum is present.

#### 2) Majority Vote:

a) Adoption of By-laws, amendment of By-laws, adoption of the annual budget, selection of a Controller, selection of a Treasurer, determination of the provisions that must be met by each additional party, and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board.

b) All other actions, taken by the Board shall require a majority vote of the quorum in attendance.

c) An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

#### SECTION 4. GENERAL MANAGER.

There shall be a General Manager of SunLine. The General Manager shall be recruited in a method as determined by the Board of Directors. The General Manager shall be responsible for carrying out the policies and directives of the Board. The General Manager shall:

i. Prepare and submit to the Board the annual Administrative, Operations and Capital Expenditure budgets as provided in SECTION 9 (FINANCIAL SUPPORT);

ii. Appoint, assign, direct, discipline and remove SunLine employees subject to the SunLine personnel rules;

iii. Advise the Board on all matters relating to the operation of SunLine and the various programs of work, promotion and expansion;

iv. Provide periodic financial reports covering SunLine operations in the manner and at the times determined by the Board;

v. Approve for payment, under the procedure adopted by the Board, all valid demands against SunLine.

#### SECTION 5. CONTROLLER, FINANCIAL STATEMENTS.

The Auditor-Controller of the County of Riverside is designated the Controller of SunLine. The Controller shall draw warrants to pay demands against SunLine as approved by the SunLine General Manager. The Controller shall keep and maintain records and books of account according to normally accepted accounting procedures. The books of account shall include records of assets, liabilities and contributions made by each party to this Agreement.

The SunLine Controller shall prepare a financial statement of SunLine no later than November 1 of each year. The statement shall reflect SunLine transactions from July 1 through June 30 of the previous fiscal year. When such a financial statement has been prepared, distributed, and approved by the Board, it shall be used to determine capital investment contribution amounts of each member agency. A controller other than the auditor-controller of the County of Riverside may be selected by a majority vote of the entire membership of the Board.

#### SECTION 6. TREASURER.

The Treasurer of the County of Riverside is

designated the treasurer of SunLine to be the depository and have custody of all the money of the agency from whatever source. The treasurer shall:

i. Receive and receipt for all money of SunLine and place it in the County of Riverside treasury to the credit of SunLine;

ii. Be responsible upon his official bond for the safekeeping and disbursement of all SunLine monies;

iii. Pay when due all sums payable on outstanding bonds and coupons of SunLine, if any;

iv. Pay any other sums due from SunLine, or any portion thereof, only upon warrants of the SunLine Controller; and

v. Verify and report to SunLine, in writing, the amount of money held for SunLine, the amount of receipts during the preceding calendar month and the amount paid out during the preceding calendar month.

A Treasurer other than the Treasurer of the County of Riverside may be selected by a majority vote of the entire membership of the Board.

#### SECTION 7. BONDING.

The public officers and persons who have charge of, handle or have access to any property of SunLine shall file an official bond in accordance with Section 6505.1 of the California Government Code.

#### SECTION 8. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelve (12) month period from July 1 to and including the following June 30.

#### SECTION 9. FINANCIAL SUPPORT.

At the time of approval of SunLine's annual Administrative, Operations and Capital expenditure budget, the Board shall determine the amount of financial support required. To the extent possible, the Board shall utilize funds made available for transit by State and Federal

agencies including, but not limited to, funds available under the State's Transportation Development Act, State Transit Assistance Program, and Federal Urban Mass Transportation Act.

#### SECTION 10. ADDITIONAL PARTIES.

Any local public agency with the power and authority to own, operate and maintain a transportation system may join SunLine, if not otherwise contrary to law. Any such agency so joining shall become a party subject to:

i. The provisions specified by a majority vote of the entire membership of the Board.

ii. Execution of the Joint Powers Agreement as then constituted.

Notwithstanding the above, a newly created public entity established from a portion of a previous member entity may join SunLine by meeting the requirements outlined in SECTION 10, Sub-sections i and ii. In such case, the newly created entity will not be entitled to any capital asset account credit until they have been a member for a minimum of twenty-four months, at which time they will begin to receive capital contribution credits for their total capital investment, including the referenced twenty-four months, provided however, no such member shall be entitled to a capital account asset credit for any period prior to their joining the SunLine Joint Powers Transportation Agency.

#### SECTION 11. TERM.

This Agreement shall become effective on March 23, 1983, and shall continue in force until terminated as provided in SECTION 17. TERMINATION, infra.

#### SECTION 12. PARTIAL INVALIDITY.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid

and enforceable to the fullest extent permitted by law unless such partial invalidity substantially prejudices the rights of any parties to this Agreement.

#### SECTION 13. PARTIES' LIABILITY.

The parties to this Agreement, whether individually or collectively, do not assume, nor shall any party or parties be deemed to assume, liability for:

- i. Any act of SunLine or for any act of SunLine agents or employees;
- ii. The payment of wages, benefits or other compensation to officers, agents or employees of SunLine; or
- iii. The payment of workers' compensation or indemnity to agents or employees of SunLine for injury or illness arising out of performance of this Agreement.

#### SECTION 14. SUCCESSORS.

Insofar as the rights and obligations created under this Agreement can be assigned, delegated, transferred or encumbered by the respective parties hereto within the limitations of all applicable law, both public and private, the terms of this Agreement shall be binding upon and inure to the benefit of the successors of each or any party hereto.

#### SECTION 15. ASSIGNABILITY.

Subject to such conditions as may be imposed by law or imposed by any State or Federal entity which has provided financial assistance to SunLine, any or all rights and property subject to this Agreement may be assigned to facilitate the purpose of this Agreement. Any assignment shall require unanimous written consent of all parties to this Agreement at the time of assignment. Such consent must be unanimous as to both the assignment, and the terms thereof.

Assignment of any interest under this Agreement, whether in whole or in part, except as provided in this section is voidable at the discretion of the Board and is void if in conflict with any condition or provision of any

grant in aide from other than a party hereto.

## SECTION 16. WITHDRAWAL OF PARTY.

### A. NOTICE

Any party to this Agreement may withdraw herefrom as of the first day of July of any year, on at least six months prior notice. Notice of intent to withdraw shall be served by delivering to the Board of SunLine a certified copy of a Resolution of Intent to Withdraw, adopted by the legislative body of the party withdrawing.

### B. CAPITAL REIMBURSEMENT

Capital contributions credited to a particular party with local source funds, which shall be identified each fiscal year, will be returned to the withdrawing party on a depreciated book value basis over a period not to exceed five years. Book value is to be defined as the acquisition cost of an asset less depreciation. The Board may opt to return the asset acquired with the local source funds, if in its sole opinion it is felt desirable.

Capital contributions that have been made on behalf of a withdrawing party by Federal, State or local proceeds, will be returned in the same proportion upon termination of the Agency. The withdrawing member's contribution will be calculated at the time of withdrawal by determining the actual depreciated book value of the capital contribution made on behalf of the withdrawing party. That amount will be credited to the withdrawing party payable upon termination of the Agency, or the percentage of that member's capital holding as it relates to aggregate SunLine assets, upon termination, whichever is the lesser.

Notwithstanding the above, SunLine will honor any restrictions or constraints placed upon the capital assets by Federal, State or local funding agencies.

## SECTION 17. TERMINATION.

The provisions of public transportation service being of paramount importance, termination of this joint power agency shall be effected in the manner calculated to

cause the least disruption of then existing public transportation service as is practical.

This Agreement may be terminated before the end of the second fiscal quarter of any fiscal year upon mutual agreement of all parties hereto. In order that a systematic wind-up or transfer of public transportation services may take place, termination shall not become effective nor shall SunLine cease to operate public transit service for 6 months thereafter or until the end of the second fiscal quarter succeeding the quarter in which the decision to terminate is made.

#### SECTION 18. DISTRIBUTION OF ASSETS UPON TERMINATION.

If this Agreement is terminated by any method whatsoever, all capital assets owned by SunLine shall be distributed subject to provisions in paragraphs 10 and 16 above, as follows:

1) Capital contributions made from a party's own local source funds shall be returned at SunLine's election in any one of the following three manners:

a) Total value of capital asset investment less depreciation.

b) The market value of the capital asset if it is sold by SunLine.

c) Return of the capital asset.

2) Thereafter, to the parties in the same proportion as that reflected in their respective capital contribution accounts less depreciation to the total accumulated capital contribution account less depreciation.

3) Provided, however, that distribution as set forth in paragraph 1 or 2 above shall be subject to be modified to the extent it is inconsistent with any rule, regulation, restriction or condition of any non-party funding source in which event distribution shall comply with said rules, regulations, restrictions or conditions.

#### SECTION 19. IMPLEMENTATION.

SunLine shall exercise the common power of the parties by providing and maintaining a public transportation service in accordance with the directives of the SunLine Transit Agency Board of Directors. A notice of this joint exercise of power agreement will be filed with the Secretary of State within 30 days after the effective date of this Agreement.

DATED: February 16, 1983

CITY OF Cathedral City

ATTEST:

BY

Jack R. Smith  
City Manager

BY

Gene M. Murphy  
Mayor

APPROVED AS TO FORM:

BY

Raymond E. Ose  
City Attorney

DATED: \_\_\_\_\_

CITY OF \_\_\_\_\_

ATTEST:

BY

\_\_\_\_\_  
City Manager

BY

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY

\_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

CITY OF \_\_\_\_\_

ATTEST:

BY

\_\_\_\_\_  
City Manager

BY

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY

\_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

CITY OF \_\_\_\_\_

ATTEST:

BY

\_\_\_\_\_  
City Manager

BY

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY

\_\_\_\_\_  
City Attorney

## FIRST AMENDMENT OF JOINT POWERS TRANSPORTATION AGENCY AGREEMENT

That certain Joint Powers Transportation Agency Agreement effective July 1, 1977, a copy of which is attached hereto as a part of Exhibit A and made a part hereof, which was signed and approved by Riverside County on February 22, 1977, the City of Desert Hot Springs on May 20, 1977, the City of Palm Springs on May 31, 1977, the City of Palm Desert on June 16, 1977, the City of Indio on June 21, 1977, the City of Coachella on June 22, 1977, and the City of Rancho Mirage on December 5, 1979, is hereby amended as follows:

1. Section 10 of the Agreement is changed to read:

### SECTION 10. ADDITIONAL PARTIES

Any local public agency with the power and authority to own, operate and maintain a transportation system may join SUNLINE, if not otherwise contrary to law. Any such agency so joining shall become a party subject to:

- (i) Approval by the Board; and,
- (ii) Making capital contributions, or monetary contributions equivalent thereto, as may be deemed appropriate by the Board, and,
- (iii) Execution of this Agreement as then constituted.

Notwithstanding the above, a municipal corporation, newly created after July 1, 1977, and established from a portion of a previous member entity may join SUNLINE by meeting the requirements outlined in Section 10, Subparagraph (iii). In such case, and notwithstanding the provisions contained in Section 16, and 18, the newly created municipal corporation will not be entitled to any capital asset account credit until it has been a member for a minimum of twenty-four (24) months, provided, however, no such member shall be entitled to a capital account asset credit for any period prior to its joining the SunLine Joint Powers Transportation Agency.

2. All other provisions of this Agreement remain the same.

DATED: March 19, 1984

ATTEST:

BY Margaret E. Clem  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY Raymond E. Ott  
City Attorney

DATED: March 8, 1984

ATTEST:

BY Heroin W.W. Greener  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY [Signature]  
City Attorney

DATED: March 6, 1984

ATTEST:

BY Colleen J. Nicol  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY John E. Bosny  
City Attorney

DATED: March 15, 1984

ATTEST:

BY Laurinda L. Grela  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney

CITY OF CATHEDRAL CITY

BY [Signature]  
Mayor

CITY OF COACHELLA

BY [Signature]  
Mayor

CITY OF DESERT HOT SPRINGS

BY William F. Wilson  
Mayor

CITY OF INDIO

BY [Signature]  
Mayor

DATED: March 19, 1984

ATTEST:

BY Margaret E. Clem  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY Raymond E. Ott  
City Attorney

DATED: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney

CITY OF CATHEDRAL CITY

BY Harry K. ...  
Mayor

CITY OF LA QUINTA

BY \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney

DATED: 3-19-84

ATTEST:  
BY [Signature]  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney

DATED: March 13, 1984

ATTEST:  
BY [Signature]  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY [Signature]  
City Attorney

DATED: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY \_\_\_\_\_

CITY OF LA QUINTA

BY \_\_\_\_\_  
Mayor

CITY OF PALM DESERT

BY [Signature]  
Mayor

CITY OF PALM SPRINGS

BY [Signature]  
Mayor

APPROVED BY THE CITY COUNCIL  
BY RES. NO. 14970 3-7-84

CITY OF RANCHO MIRAGE

BY \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

ATTEST:

DONALD D. SULLIVAN  
Clerk of the Board

BY \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM:

GERALD J. GEERLINGS, County Counsel

BY \_\_\_\_\_

RIVERSIDE, COUNTY

BY \_\_\_\_\_  
Chairman, Board of Supervisors

**CITY OF CATHEDRAL CITY  
CITY COUNCIL  
AGENDA REPORT**

**SUBJECT: Service Provider Agreement Cathedral City Boys and Girls Club**  
**DEPARTMENT: Economic Development**      **MEETING DATE: November 14, 2001**  
**CONTACT PERSON: Tony Barton**      **DEADLINE FOR ACTION: N/A**

**APPROVED:**  **Department**       **City Manager**       **Finance**

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**EXECUTIVE SUMMARY:**

*The City Council has been providing a certain portion of funding for several community service organizations for a number of years. The primary reason for funding these service organizations has been to enable them to perform certain duties that the City may not otherwise be in a position to provide within the same cost structure. Traditionally, the Council has provided partial funding for the Senior Center, Boys and Girls Club and the Chamber of Commerce.*

*In recent months, the City Council has requested that a more detailed account of funding and services be implemented. In that request, a variety of "checks and balances" has been addressed. Foremost is the execution of a Service Provider Agreement. Within the agreement are a Scope of Services, compensation arrangements and a performance schedule.*

**RECOMMENDATION:**

That the City Council authorize the execution of the Service Provider Agreement between the City of Cathedral City and the Cathedral City Boys and Girls Club.

**BACKGROUND:**

The City of Cathedral City has participated with the Cathedral City Boys and Girls Club in a variety of activities over the past several years. Recently, the City Council expressed concerns over monitoring and performance of all of the Community Service Organizations and directed Staff to implement a more comprehensive and detailed funding program. The attached **Service Provider Agreement** is a result of input from the City Council, Staff, the Providers and the City Attorney. Of utmost concern was the City's position in the giving of public funds, commonly referred to as a "gift of public funds". Within the guidelines to funding any organization, group or contractor, it must be established that the funds are either for a specific purpose or for the public good. The Service Provider Agreement provides for a "contract" with the Boys and Girls Club for specific services.

**ANALYSIS:**

This item was continued from the Council Meeting of October 10, 2001 due the Council not having a chance to review the organization's current audit report. Staff has obtained the

report and distributed it to the Council Members separate from the Agenda Report. Staff has analyzed the audit and it appears to be in order.

The Cathedral City Boys and Girls Club has requested \$56,745 to provide services to the City for fiscal year 2001/2002. This reflects the amount recommended by Staff.

The purpose of the Boys and Girls Club is to provide services for local Youth in the form of child care, after school care and education. In addition, the organization has been involved with a variety of City events and programs such as holiday activities, special events and volunteerism. The Boys and Girls Club serves the youth community as a whole by providing services that promote healthy and active programs for children and therefore, greatly contributes to the quality of life issues in our community.

Specifically the agreement addresses the continued support of the following programs: Character and Leadership programs, Education and Career Development Health and life skills, Arts and Sports.

The funding sources for the Boys and Girls Club comes from a variety of activities and venues. Including; membership dues, special events, contributions and contracts with the City of Cathedral City. The expenditures for the Boys and Girls Club in 2000 were \$364,000. Historically, the City has provided funding for the Club for a number of years. Most recent figures show the following funding patterns; 1995/96 - \$65,000, 1996/97 - \$65,000, 1997/98 - \$62,000, 1998/99 - \$60,500, 1999/00 - \$56,745 and 2000/2001 - \$56,745.

It is Staff's opinion the Boys and Girls has performed well in the past and that they have provided all of the services they have promised. The Staff at the Club are highly qualified individuals that have extensive backgrounds in child care, education and office management.

It is Staff's opinion that the Cathedral City Boys and Girls Club is financially responsible and has a proven track record of providing detailed audits of their operations upon demand. In addition, Staff believes that the Club is capable, willing and able to perform the functions of the proposed agreement and in fact has already performed some of the initial work on several of the proposals.

**ALTERNATIVES:**

There are a variety of alternatives available to the City Council. Those include partial to no funding on any level that the Council desires.

**FISCAL IMPACT:** \$56,745 – Community Organizations

**ATTACHMENTS:**

Service Provider Agreement  
Scope of Services

Performance Schedule  
Fourth Quarter Report 2000/2001  
Certificate of Insurance

**SERVICE PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF CATHEDRAL CITY  
AND  
Cathedral City Boys and Girls Club**

**THIS SERVICE PROVIDER AGREEMENT, is made and entered into this 15th day of November, 2001, by and between the City of Cathedral City, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City", and Cathedral City Boys and Girls Club, a California [501(c)(3)] nonprofit corporation, hereinafter referred to as "Service Provider".**

**RECITALS:**

**WHEREAS,** the Cathedral City Boys and Girls Club wishes to continue to provide services to the City of Cathedral City as one of the City's providers of Youth Recreational Services; and

**WHEREAS,** in light of the facts set forth above, the City desires to retain the services of a qualified service provider to provide, on an independent contractor's basis, services in connection with the Cathedral City Boys and Girls Club and the services that are to be provided to the City as a whole as outlined in the Scope of Services.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1.                    RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

**Section 2.                    SCOPE OF SERVICES**

Service Provider shall provide to the City those services as set forth in the "Scope of Services", attached hereto as Exhibit "A", and incorporated herein by this reference as though set forth at length.

**Section 3.                    COMPENSATION**

The City shall pay a total amount of **\$56,745** for the services rendered by Service

Provider pursuant to this Agreement.

**Section 4.                    PAYMENT SCHEDULE**

The City shall pay Service Provider in quarterly payments beginning July 1, 2001 and commencing every quarter thereafter until the total sum has been paid. Payment Schedule should be as follows; Payment 1 – On or about July 1, 2001. Payment 2 – On or about October 1, 2001. Payment 3 – On or about January 1, 2002. Payment 4 – On or about April 1, 2002. All Payments are subject to the Quarterly Reports submittal process and approvals.

**Section 5.                    PERFORMANCE SCHEDULE**

Service Provider shall perform those services set forth in the Scope of Services pursuant to the "Performance Schedule" attached hereto as Exhibit "B", and incorporated herein by this reference as though set forth at length.

**Section 6.                    TERM OF AGREEMENT**

This Agreement shall be for a term of 12 months, commencing on July 1, 2001.

**Section 7.                    INDEPENDENT CONTRACTOR'S STATUS**

Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor.

**Section 8.                    REPRESENTATIONS      AND      ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF  
SERVICE PROVIDER**

a.      Service Provider represents and acknowledges the following:

(1)      The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2)      Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3)      The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities unless otherwise provided under a separate agreement.

(4)      Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is not required to comply with daily instructions from City staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

(2) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Service Provider pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(6) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(8) Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Service Provider is not required to perform the services set forth in the Agreement in any particular order or sequence.

(9) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed or

represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, expressed or implied, to bind the City to any obligation whatsoever.

#### **Section 10. QUALIFICATIONS**

Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

#### **Section 11. WARRANTY**

Service Provider warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

#### **Section 12. FAMILIARITY WITH WORK**

a. By executing this Agreement, Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the City Manager or his or her designee.

#### **Section 13. CONFLICTS OF INTEREST**

Service Provider covenants that neither it nor any officer of the corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement.

#### **Section 14. POLITICAL ACTIVITY**

None of the proceeds of any funding received from the City pursuant to this Agreement shall be used for political activities unless such activities are related to a legislative matter that is officially supported by the City Council via a duly adopted Resolution of Support of the City Council and the proceeds are used to advance or promote the City Council's official position on the subject legislative matter.

**Section 15.**            **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

**Section 16.**            **NONDISCRIMINATION**

a.     Service Provider shall comply with the City's employment related nondiscrimination policies as set forth in the City's Municipal Code, as it may be amended from time to time.

b.     Service Provider acknowledges that the City's employment related nondiscrimination policies prohibit discrimination on the basis of an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

**Section 17.**            **COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

**Section 18.**            **WORKERS' COMPENSATION INSURANCE**

a.     Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b.     If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

**Section 19.**            **LIABILITY INSURANCE**

Service Provider shall procure and maintain through the entire term of this Agreement errors and omissions, professional liability, or directors and officers insurance in an amount deemed acceptable by the City Manager.

**Section 20.**                    **ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, errors and omissions, professional liability or directors and officers coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager, Deputy City Manager, Administrative Services Director, and City Attorney, are named as additional insureds.

**Section 21.**                    **WAVIER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

**Section 22.**                    **PROOF OF INSURANCE COVERAGE**

a.        Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk of the City certificates of said insurance on or before the commencement of the term of this Agreement.

b.        The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective.

c.        The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days' written notice to the City of such termination or expiration.

d.        The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the term of this Agreement.

e.        Within thirty (30) days of the execution of this Agreement, Service Provider shall furnish certified copies of all required insurance policies and endorsements.

**Section 23.**                    **TERMINATION OR SUSPENSION**

a.        This Agreement may be terminated or suspended without cause by either party at any time provided that the respective party provides the other party at least thirty (30) business days' written notice of such termination or suspension.

b.        This Agreement may be terminated or suspended with cause by either party at any time provided that the respective party provides the other party at least ten (10)

business days' written notice of such termination or suspension.

c. In the event of a termination of this Agreement under this Section 15, Service Provider shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City.

#### **Section 24. TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

#### **Section 25. INDEMNIFICATION**

a. Service Provider shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for any personal injuries, deaths, property damage (including property owned by the City) which may arise out of Service Provider's negligent performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

b. The City does not, and shall not, waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described herein.

#### **Section 26. REPORTS**

Service Provider shall periodically prepare and submit to the City Manager or his or her designee such reports concerning Service Provider's performance of the services required by this Agreement on a quarterly basis commencing one month of the effective date as set forth in the opening paragraph of this Agreement.

#### **Section 27. RECORDS**

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the City Manager or his or her designee to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals.

c. The City Manager or his or her designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit,

and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to service provider hereunder shall be retained by Service Provider and made available to the City Manager or his or her designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

#### **Section 28. OWNERSHIP OF DOCUMENTS**

a. Upon completion of any document or report required to be provided by Service Provider in the course of performing any of the services described in this Agreement, or upon earlier termination of this Agreement, all completed original documents and/or reports and any designs, drawings, calculations, diskettes, computer files, notes, and other related materials prepared or produced in connection with such documents or reports shall become the sole property of the City and may be used and/or reused on any other project by the City without the permission of Service Provider.

b. All computer files produced in connection with the services described in this Agreement shall be provided to the City in a form and format that is compatible with the City's existing computer equipment and software.

#### **Section 29. CONFIDENTIALITY**

a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by law.

b. The drawings, specifications, reports, records, documents and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Manager or as required by law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except as required by law or as authorized by the City.

#### **Section 30. PRINCIPLE REPRESENTATIVES**

a. Ofelia Bringas is designated as the principle representative of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. The Parks and Recreation Manager shall be the principle representative of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either party may designate in another individual as its principle representative by giving written notice of such designation to the other party.

d. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Service Provider and devoting sufficient time to personally supervise the services hereunder.

### **Section 31.            MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties

### **Section 32.            ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

### **Section 33.            AMBIGUITIES**

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

### **Section 34.            NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

Don E. Bradley, City Manager  
City of Cathedral City  
68-700 Avenida Lalo Guerrero

Cathedral City, California 92234

To Service Provider: Ofelia Bringas, Executive Director  
Cathedral City Boys and Girls Club  
32-141 Whispering Palms Trail  
Cathedral City, CA 92234

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 35. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

**Section 36. REVIEW BY ATTORNEYS**

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

**Section 37. WAIVER**

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

**Section 38. ASSIGNMENT**

a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the City to enter into this Agreement.

b. This Agreement shall not be assigned by either party without prior written consent of the other party.

**Section 39.**                    **CARE OF WORK**

The performance of services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Service Provider.

**Section 40.**                    **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 41.**                    **SUCCESSORS, HEIRS AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

**Section 42.**                    **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 43.**                    **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

**Section 44.**                    **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 45.**                    **DEFAULT**

a.        Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b.        The party which may claim that a default has occurred shall give written

notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

#### **Section 46. CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

#### **Section 47. VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

#### **Section 48. ATTORNEY'S FEES**

In the event any action, suite or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

#### **Section 49. EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City Council of the City of Cathedral City, approved as to form by the City Attorney for the City of Cathedral City and executed by the City Manager of the City of Cathedral City.

**Section 50.**

**REPRESENTATIONS OF PARTIES AND PERSONS  
EXECUTING AGREEMENT**

- (a) Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.
- (b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.**

**City of Cathedral City:**

**By: \_\_\_\_\_  
Donald E. Bradley, City Manager**

**By: \_\_\_\_\_  
Dudley Haines, Risk Manager**

**ATTEST:**

**By: \_\_\_\_\_  
Donna M. Velotta, City Clerk**

**Cathedral City Boys and Girls Club:**

**By: \_\_\_\_\_  
Ofelia Bringas, Executive Director**

**By: \_\_\_\_\_  
Joe Velasquez, President**

**By: \_\_\_\_\_  
Irene M. Tomas, Treasurer**

**APPROVED AS TO FORM:**

**By: \_\_\_\_\_  
Steven B. Quintanilla, City Attorney**

**CITY OF CATHEDRAL CITY  
CITY COUNCIL AGENDA**

---

**SUBJECT: Agreement with Cornerstone Developers, Inc., for the Dedication and Improvement of a Portion of Santoro Drive, north of McCallum Way, and for Reimbursement to Cornerstone for the Improvement Costs.**

**DEPARTMENT: Engineering**

**MEETING DATE: November 14, 2001**

**DIVISION: Engineering**

**DEADLINE FOR ACTION: N/A**

**CONTACT PERSON: Dave Faessel, City Engineer**

**APPROVED:**   
Department

  
City Manager

  
Finance

---

**RECOMMENDATION:**

That the City Council approve the preparation and execution of an Agreement between the City and Cornerstone Development, Inc., to reimburse Cornerstone up to \$27,000 for its Improvement of the west side of Santoro Drive, north of McCallum Way, using funds in the "Miscellaneous Streets" account (# 8916), and approve a budget transfer of \$ 15,000 from the "ADA Compliance Projects" account (#8946) to the Miscellaneous Streets account.

---

**BACKGROUND/ANALYSIS:**

Cornerstone Developers, under the name of Cathedral Land Associates, LP, is the subdivider-developer of Tract 29139, an 88 lot single family tract at the northeast corner of Santoro and McCallum. As a condition of tract map approval, this developer is required to widen and improve the east side of Santoro, north of McCallum, with curb and gutter, pavement, sidewalk, and landscaping.

North of McCallum, the first 320 feet of the west side of Santoro is not dedicated or improved, and as a result, there is a north-south offset or jog in Santoro, through the McCallum intersection.

Cornerstone has recorded the final map of Tract 29139 and is now processing building plans and intends to initiate construction of its first phase of homes in the near future. As a means to improve the appearance of the "entrance" to their tract and enhance their sales efforts, Cornerstone recently approached the City and suggested a project to dedicate and improve the west side of Santoro.

Cornerstone asked that if it were successful in acquiring the needed right of way at no cost to the City or Cornerstone, would the City reimburse Cornerstone for its expense in widening the west side with pavement and curb and gutter, for a distance of about 320 feet, at a cost estimated at about \$27,000. Note, this work is not included in Cornerstone's conditions of approval.

City staff expressed interest, and Cornerstone did contact the owner of the northwest corner, who tentatively agreed to make the dedication in exchange for the suggested improvements to his frontage.

Staff recommends approval of this proposal. Widening of the west side of Santoro and removal of the offset intersection will eliminate the jog in the intersection and make it safer. It will also enhance the circulation in the area and give the intersection a finished look. This widening would not ordinarily happen until the land on the west side is developed, or the widening became a Capital Improvement Project, neither of which is contemplated.

The construction cost, including design, staking, materials testing, and roadway excavation is estimated at about \$27,000. The right of way to be dedicated is about 13,300 square feet. If the City is able to acquire both the right of way and get the street widened for a total of \$27,000, it will be a bargain.

A vicinity sketch, and Cornerstone's written proposal, showing the private owner's approval of this proposal, is attached. If Council approves this proposal, Staff suggests that a cooperative agreement be drafted with the following provisions:

--The City will draw up the easement deeds, and Cornerstone will acquire the right of way from the private property owner;

--Cornerstone will have the street widening designed, will provide construction survey and testing services, and will construct the widening at the same time it does the widening improvements on the east side of Santoro, and will pay prevailing wages;

--The City will provide construction inspection services on the west side construction at no cost to Cornerstone;

--The City will reimburse Cornerstone after the dedication is made and at the completion of the street widening, up to a maximum of \$27,000, for the design, staking, and construction of the widening.

**FISCAL IMPACT:** Cornerstone will soon be initiating construction of its first phase of homes. It suggests that as reimbursement, the City waive up to \$27,000 of the building permit fees associated with the first phase. Staff recommends against this, as it will reduce General Fund revenues when other funds are available better suited for this use.

Staff suggests use of the CIP "Miscellaneous Streets" account (#8916), which is currently funded with \$35,000 of Measure A funds and about \$10,000 of RDA funds. The Miscellaneous Streets account was conceived just for this kind of project. It has sufficient funds to cover the \$27,000 outlay, with no effect on the General Fund.

This outlay will reduce the funds in this account from a total of about \$45,000 down to about \$18,000. In order to keep sufficient funds in this account to cover future street

improvement opportunities and miscellaneous projects, Staff recommends approval of budget transfer of \$ 15,000 of Measure A funds from the CIP "ADA Compliance Projects" account (#8946) to the Miscellaneous Streets account, to be transferred at such time as the reimbursement is made to Cornerstone.

**ATTACHMENTS:**

Vicinity sketch

Cornerstone Developers proposal letter

# CORNERSTONE DEVELOPERS, INC.

5005 Calle San Raphael, Suite B-1  
Palm Desert, Ca 92264  
760/325-4289 - 760/325-3791 (Fax)

## AGREEMENT

R.C. Williams is the owner of the northwest corner of McCallum Way and Santoro Drive in Cathedral, Ca., including APN# 670-120-005 and 007, which have frontage on Santoro Drive. Neither parcel has a dedicated street R.O.W. for the City of Cathedral City, nor has the city made a request from the property owner to provide said R.O.W. nor widen the street.

Cornerstone Developers, Inc. has met with both R.C. Williams (Owner) and David Faessel (City Engineer) and the following shall represent the understanding between all parties concerned.

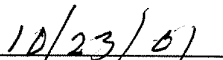
R.C. Williams (Owner) shall dedicate to the City of Cathedral City, the street R.O.W., which is measured from centerline of street (Santoro Drive) to 42' due west along parcels 670-120-005 and 007 easterly property lines. Thirty-two (32) feet becomes street, ten (10) feet remains R.O.W. Cornerstone shall agree to supply civil engineering, grading, curb and gutter, cross gutter class II base and asphaltic concrete paving measured from centerline of street (Santoro Drive) to 32' due west along parcels 670-120-005 and 007.

R.C. Williams contribution is limited to dedication of R.O.W (approx. 16,000 s.f.) and shall not incur any expense toward the widening of Santoro Drive

The City of Cathedral City agrees to provide plan checking and legal work for Santoro Drive at no charge. Building department agrees to reduce building permit fees for Tract# 29139 Phase I by \$27,000.00 towards contribution of street widening expenses.

### **AGREED:**

  
R.C. Williams

  
Date

\_\_\_\_\_  
City of Cathedral City

\_\_\_\_\_  
Date

  
Cathedral Land Associates, L.P.

  
Date

JAS/bas  
Encl. Exhibit

AREA FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY  
FOR ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL  
THE LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

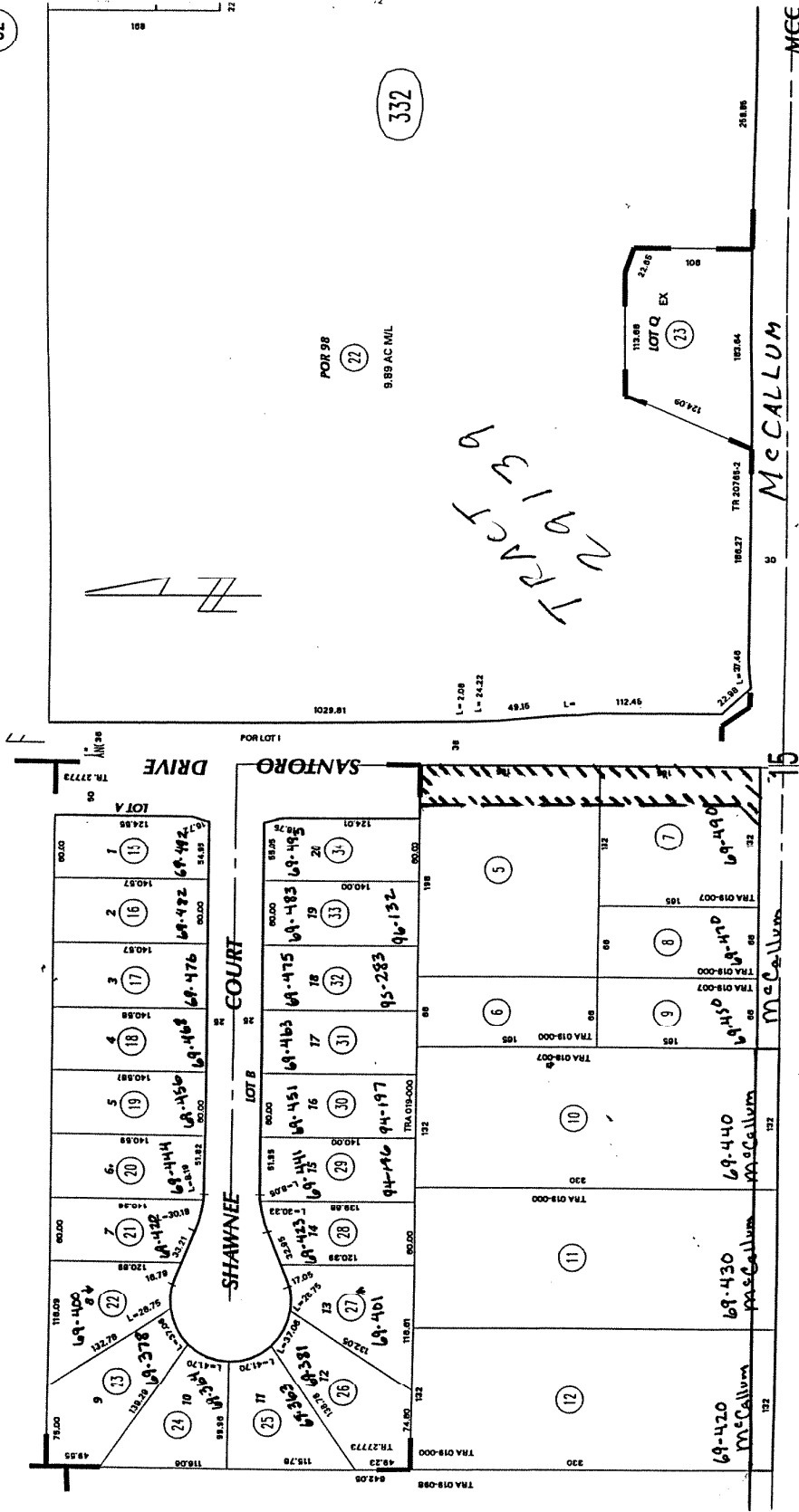
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ASSESSOR'S MAP BK670 PG.33

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Sep 2001

MB 247/58-59 TR. NO. 27773

AREA TO BE DEDICATED  
AND IMPROVED



**CATHEDRAL CITY  
REDEVELOPMENT AGENCY  
AGENDA REPORT**

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**SUBJECT: Relocation Plan for Mercy Housing California (MHC) senior housing in downtown between A Street and B Street (HUD Section 202 Program) plus two Agency-owned apartments at 68941 Buddy Rogers Drive.**

**DEPARTMENT:** RDA/Housing  
**CONTACT PERSON:** Moeller / Bradshaw

**HEARING DATE:** Nov. 14, 2001  
**Deadline for Action:** NA

**APPROVED:**     
Department Executive Director Finance

---

**RECOMMENDATIONS:**

1. Adopt the Resolution approving the Relocation Plan as prepared by Pacific Relocation Consultants (PRC).
2. Authorize the budget of \$274,000 for "Relocation Benefits" from unappropriated housing set aside funds.

**BACKGROUND:**

There are 10 households currently living on the site that has been approved for the Mercy Housing HUD 202 project (Verben Lane Apartments) plus 2 households living in the Jorgensen Apartments on Buddy Rogers Drive. The Agency would like to demolish these residential units as soon as possible in order to continue with new residential development and neighborhood revitalization in the Downtown project area. In order to relocate these 12 households the Agency must comply with State Relocation Law regarding relocation of households by the Agency pursuant to Government Code Section 7260, *et. seq.*, and Title 25, Chapter 6, Relocation Assistance and Real Property Acquisition, as amended January 1, 1998; and, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the implementing regulations of Handbook 1378 of the Department of Housing and Urban Development (HUD). The Relocation Plan was prepared by Pacific Relocation Consultants after individual interviews with the affected households, and was made available for public review on October 8, 2001. Additionally, copies of the draft Relocation Plan were mailed or hand-delivered to the affected households and to various local service and assistance organizations for comment.

**SYNOPSIS:**

The proposed Relocation Plan indicates that the estimated cost of relocation benefits for the twelve households to be relocated will be approximately \$274,000. This includes the relocation of 10 renter households ranging in size from 1 to 7 persons and the relocation and housing replacement costs for two owner-occupied homes that are scheduled for acquisition in the coming months. Two of the renter households are currently renting in the "Jorgensen

**ANALYSIS:**

The draft Relocation Plan ensures that all households will be relocated into decent, affordable housing and will have sufficient funds to relocate and make the move. Some renting families have already indicated that they will use their relocation benefits to purchase a home. At least two of the households are eligible to move into existing subsidized senior housing and one of these would be eligible to rent in the Mercy Housing Verbena Lane Apartments that will be constructed on the site.

The draft Relocation Plan also anticipates that both of the owner-occupant households will purchase a replacement home within 12 months of their relocation.

As with previous relocation plans adopted by the Agency, affected households may appeal the amount or the terms of their relocation benefits for a period of 18 months after their relocation. Any such appeals will be reviewed by the Mobile Home Fair Practices Commission, which will make a recommendation on the merit of the appeal to the Redevelopment Agency Board of Directors.

At the time of this report, no comments have been received from residents or interested parties regarding the content of the draft Relocation Plan. Any comments received prior to the adoption of the plan will be incorporated in the Public Comment section of the Relocation Plan.

**FISCAL IMPACT:**

The estimated total cost of relocation benefits is estimated not to exceed \$274,000. It is recommended that this amount be budgeted from un-appropriated Housing Set Aside Funds which has an approximate available balance of \$600,000. Costs for the two apartments on Buddy Rogers Drive are included in this budget, but will be accounted for separately as part of the LINC project land acquisition.

**ATTACHMENT 1 :** Draft Housing Replacement Plan

**ATTACHMENT 2 :** Resolution of Adoption

# Relocation Plan

Mercy Housing Project  
and  
Jorgensen Apartments  
Cathedral City, California

**PREPARED FOR:**  
**THE**  
**CATHEDRAL CITY REDEVELOPMENT AGENCY**  
**OFFICE OF HOUSING ASSISTANCE**  
**68-700 AVENUE LALO GUERRERO**  
**CATHEDRAL CITY, CA 92234-7031**

**BY:**  
***PACIFIC RELOCATION CONSULTANTS***  
**100 WEST BROADWAY, SUITE 300**  
**LONG BEACH, CA 90802-4432**  
**800.400.7356**

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## INTRODUCTION

As a function of its efforts to revitalize the City's housing stock and increase the availability of affordable units, the Cathedral City Redevelopment Agency (the Agency) has agreed to combine up to \$600,000 in local, affordable housing set-aside funds with a Section 202 grant from the United States Department of Housing and Urban Development (HUD) for the purpose of assisting Mercy Housing in the development of a 75 unit affordable housing project for very-low income senior citizens. The Project is to be constructed in the downtown "core" area immediately south of East Palm Canyon Drive and the new Civic Center.

The remaining land assembly necessary for the Mercy Housing Project (the Project) will result in the displacement of twelve (12) residential households, comprising of ten (10) tenants and two (2) owner-occupants. Prior to engaging in specific activities that would result in the displacement of affected project area residents, the Agency is required to prepare and submit a publically reviewed Relocation Plan to the Agency Board for its approval pursuant to the State relocation guidelines.

The following Relocation Plan (the "Plan") has been prepared, and subsequent relocation assistance for the Project will be provided in accordance with the standards and provisions of the State of California Relocation Law, Government Code Section 7260, et. seq., and Title 25, Chapter 6, Relocation Assistance and Real Property Acquisition Guidelines, as amended January 1, 1998; and, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations of HUD Handbook 1378.

The relocation process will include household relocation interviews, needs analyses, searching for appropriate replacement accommodations, preparation and service of Notices-to-Vacate, documentation, claim review, filing of claims for payment, moving coordination and relocation assistance (both monetary and otherwise). Timely funding and an appropriate level of service to those being displaced are critical to this program.

This Plan includes the following elements:

1. A general description of the Project;
2. Geographical depictions of the area of the Project;
3. An assessment of the aggregate relocation needs of residents who may be relocated as a result of the implementation of the Project;
4. An assessment as to the availability of comparable replacement housing resources within Cathedral City and neighboring communities; and,
5. The steps, and procedures that the Agency will follow to ensure a satisfactory and thorough relocation program.

## **PROJECT DESCRIPTION**

The Project location is in the downtown “core” area, south of East Palm Canyon Drive (State Highway 111). The site is bounded by A Street to the north; West Buddy Rogers Avenue to the east; B Street to the south; and Cathedral Canyon Drive to the west. **(See Attachment 1)**

The project itself is planned to include 75 units, an on-site, manager’s apartment, community rooms, hobby rooms, pool, laundry facilities, covered parking, gated security, open space, communal and private balconies, verandas and garden plots. In addition to the on-site manager, there will also be an on-site maintenance person available. To achieve affordability, rents will be established at thirty percent (30%) of the resident’s income, with a minimum rent of \$75.00 per month. Project construction is anticipated to begin in early 2002 and be completed and ready for occupancy approximately 12 months thereafter.

## **NEIGHBORHOOD DEMOGRAPHICS AND CHARACTERISTICS**

### **Population and Growth Rate**

The Year 2000 Decennial U.S. Census as reported in April, 2001 indicates the population of Cathedral City to be 42,647 persons; an increase of 12,562 persons or 41.8% over the ten-year period since the last Decennial report.

### **Ethnicity**

The Year 2000 Census reports the ethnic mix in Cathedral City to be White - 65.3%; Some other race - 23.1%; Two or More Races - 4.1%; Asian - 3.7%; Black or African American - 2.7%; American Indian and Alaska Native - 1.0%; and Native Hawaiian and Other Pacific Islander - 0.1%. In accordance with the manner in which race is reported in the Census process, fifty percent (50%) of Cathedral City's respondents (21,312) further identified themselves as being Hispanic or Latino (of any race). This latter response indicates that those of Hispanic or Latino origin constitute the second largest identifiable ethnic grouping in Cathedral City.

The Project site is located in Census Tract No. 450. The Census results for the Tract show an ethnic mix of: White - 74.8%; Some Other Race - 18.8%; Two or More Races - 3.7%; Black or African American - 1.0%; Asian - 0.9%; American Indian and Alaska Native - 0.7%; and Native Hawaiian & Other Pacific Islander - 0.1%. The Hispanic/Latino population in the Tract constitutes 48.9% of the total.

## **DESCRIPTION OF HOUSEHOLD CHARACTERISTICS AND NEEDS**

Personal interviews were conducted with all potentially affected project area residents in July and August of this year. Residents were surveyed with respect to a variety of issues concerning household demographics, employment, income, special needs and locational preferences for replacement housing. A table is provided in **Attachment 2** which illustrates some of the characteristics and needs of these households.

Generally, the affected residents are in the lower to very-low income category, based upon the standards set out by the United States Department of Housing and Urban Development (HUD) for Riverside County, as adopted by the State of California Department of Housing & Community Development (H&CD) (**See Attachment 3**). In all but one instance, however, each household has, at least, one employed occupant. In five (5) cases, there are two (2) or more employed household members.

There are forty (40) individuals among the twelve (12) affected households consisting of twenty-nine (29) adults and eleven (11) children. With respect to household make-up, there are six (6) instances of couples or single adults with children and, sometimes, extended family members and six (6) other cases where residences are occupied by a single individual or a collection of single individuals. The ethnic breakdown among residents by household is ten (10) Hispanic and two (2) White. Spanish is the dominant household language in ten (10) cases.

## **REPLACEMENT HOUSING NEEDS AND PREFERENCES**

Of the twelve (12) affected households, three (3) reside in single-family dwellings and nine (9) occupy multi-family or apartment units. Among the overall replacement housing

requirements relative to bedroom size, there are two (2) cases where bedroom size needs to be increased in order to assure relocation to appropriately sized accommodations. The aggregate replacement housing needs by bedroom size are: one (1) studio unit; three (3) one-bedroom units; six (6) two-bedroom units, and; two (2) three-bedroom units.

Most residents are eager to remain in Cathedral City in order to maintain the school enrollment of their children and because of access to places of employment. Owner-occupants and those who indicated a desire to purchase rather than rent a replacement dwelling, generally expressed a greater willingness to consider replacement housing in Valley areas other than Cathedral City.

## **REPLACEMENT HOUSING RESOURCES**

During the resident survey period, a housing resource survey was conducted to determine the availability of comparable replacement housing units within the general vicinity of the project site. The internet, area newspapers, rental publications and local property management firms were used to gather information for the survey. The survey results indicate an availability of housing resources in Cathedral City, Palm Springs and Palm Desert in each of the needed bedroom categories sufficient to meet expected needs. The number of rental units found and the cost range by bedroom size follows:

<b>Rental Unit Survey Results</b>		
<b>Unit Size</b>	<b># Found</b>	<b>Price Range</b>
Studio	4	\$450-\$575
One-Bedroom	11	\$450-\$950
Two-Bedroom	11	\$685-\$1000
Three Bedroom	5	\$795-\$1600

The for-sale housing market in Cathedral City for two bedroom single-family dwellings ranges, generally, from \$85,000 to \$130,000. Presently, there are 12 units listed for sale in Cathedral City within this price range.

## **CONCURRENT RESIDENTIAL DISPLACEMENT**

There are no other known projects currently underway or scheduled to begin in either Cathedral City or adjacent municipalities that will compete for local, available housing resources in the period of time during which displacement will occur for the Project.

## **TEMPORARY HOUSING**

There is no anticipated need for temporary housing for the Project.

## **PROGRAM ASSURANCES AND STANDARDS**

Adequate funds will be available to accommodate the payment of all required relocation benefits. Cases will be monitored individually to ensure that displacement does not result in different, or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability, or any other basis protected by the Federal Fair Housing Amendments Act; the Americans with Disabilities Act; Title VI of The Civil Rights Act of 1964; Title VII of The Civil Rights Act of 1964; Title VIII of The Civil Rights Act of 1968; and, the California Fair Employment & Housing Act; and the Unruh Act. The relocation program to be implemented by the city of Cathedral City will conform with the applicable standards and provisions as set forth in both State (California), and Federal law.

## **RELOCATION ASSISTANCE PROGRAM**

A comprehensive relocation assistance program, comprised of both technical and advisory assistance, will be provided to displacee households. Close, personal contact will be maintained with each household. Specific activities will include:

1. Distribution of informational brochure **(See Attachment 4)**;

2. Timely referrals to appropriate, replacement housing accommodations and, if necessary, transportation to inspect potential, replacement units.
3. Assistance with the completion and filing of relocation claims, rental applications and, appeal forms, if necessary.

Bi-lingual relocation representatives from Pacific Relocation Consultants (PRC) will be assigned to assist all displacee households. The corporate offices of Pacific Relocation Consultants are located at: 100 West Broadway, Suite 300, Long Beach, CA 90802. PRC has a toll-free number for the convenience of clients (800) 400-7356. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

#### **CITIZEN PARTICIPATION/PLAN REVIEW**

This Plan will be provided, and made available for public review for a period of thirty (30) days prior to submission for approval by the Agency. Parties commenting upon this Plan may request that their comments be included as an Exhibit to the Plan at the time of approval.

#### **RELOCATION BENEFIT CATEGORIES**

Relocation benefits will be provided pursuant to state law. Benefits will be paid upon submission of required claim forms and documentation in accordance with procedures adopted and approved by the Agency (**See Attachment 7**).

##### **Residential Moving Expense Payments**

All residential occupants to be relocated will be eligible to receive a payment for moving expenses except as noted. Moving expense payments will be made based upon the actual cost of a professional move **or** a fixed payment based on a room-count schedule.

## **1. Actual Cost (Professional Move)**

A displacee is entitled to the services of a licensed, professional mover. When a professional move is requested, the actual cost of the moving services, based on at least two acceptable bids, will be paid by the Agency directly to the moving company after receipt of a signed claim form and appropriate documentation of costs. Transportation costs are limited to a distance of 50 miles. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

## **2. Fixed Payment (based on Room Count Schedule)**

A displacee may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described above. The current schedule for fixed moving payments is set forth in **Attachment 5**.

## **Rental Assistance Payments**

Residential tenants who have established their residency within the Project area for a minimum of 90 days prior to the initiation of negotiations for property acquisition and choose to re-rent, may be eligible to receive a Rental Assistance Payment (RAP), in addition to a Moving Expense Payment.

Except in the case of "Last Resort Housing" situations and pursuant to California Relocation Law, Rental Assistance Payments are limited to a maximum of \$5,250, based upon the monthly housing need over a 42 month period. At the conclusion of this Plan, a Table (**See Attachment 6**), shows how monthly need is determined.

With the exception of those eligible for 'Last Resort Housing' assistance, residential tenants with less than 90 days of continuous occupancy prior to the initiation of negotiations for property acquisition will be eligible to receive only a payment for their moving expenses.

## **Replacement Housing Payments - Owner/Occupants**

Residential owner/occupants who have occupied the dwelling from which they are to be displaced for at least 180 days prior to the initial offer to purchase the property, by the Agency, will be eligible for a 'Replacement Housing Payment' up to \$22,500. To be eligible for a Replacement Housing Payment, a displaced owner-occupant must purchase and occupy a replacement dwelling within one year subsequent to the date on which final payment was received from the public entity of all costs of the acquired dwelling or, the date of the move from the acquired dwelling, whichever is later.

The Replacement Housing Payment is determined on the basis of three separate elements: Purchase Price Differential, Mortgage Interest Differential, and Incidental Expenses.

### **Purchase Price Differential**

The Purchase Price Differential is an amount that takes into account three values.

1. **Agency Acquisition Price** - The price paid by the Agency for the project site dwelling;
2. **Homeowner Purchase Price** - The actual purchase price paid by the displacee owner for a replacement dwelling; and,
3. **Comparable Replacement Cost** - The cost of a decent, safe and, sanitary dwelling comparable to the dwelling acquired by the Agency and, occupied by the displaced owner.

For purposes of determining the purchase price differential, the price to be paid by the displaced owner for a replacement dwelling is compared to both the acquisition price paid by the Agency for the subject dwelling and the price of an available and decent, safe and, sanitary dwelling comparable to the project area dwelling which is being acquired.

If the purchase price of the replacement home is less than the cost of the comparable dwelling, the Purchase Price Differential payment will be limited to the actual difference. If the purchase price of the replacement home is more than the cost of the comparable dwelling, the Purchase Price Differential payment will be based upon the cost of the comparable dwelling.

### **Mortgage Interest Differential**

The Mortgage Interest Differential is an amount that covers the increased interest costs, if any, required to finance a replacement dwelling. Factors taken into consideration to calculate the Mortgage Interest Differential are:

1. **Term of Existing Loan**
2. **Balance of the Existing Loan**
3. **Type of Loan (Fixed or Variable)**

### **Incidental Expenses**

Compensable incidental expenses are those one-time costs associated with the purchase of a replacement dwelling. Examples of compensable Incidental expenses Include: escrow, recording and credit report fees. Items such as prepaid taxes, interest and insurance premiums paid through escrow are recurring expenses and, therefore, not compensable.

## **EVICTIION POLICY**

Households may become tenants of the Agency for some period of time following the acquisition of property. Eviction of tenants is only permissible as a last resort. The specific circumstances surrounding any eviction will be documented and made available for review by appropriate parties. Eviction will only take place in cases of unlawful occupancy, nonpayment of rent, serious violation of the rental agreement, performance of a dangerous and/or illegal act in the unit, or unwillingness to move after having been provided with reasonable referrals to available, comparable replacement housing opportunities. Eviction may result in loss of eligibility for relocation assistance benefits.

## **APPEALS POLICY/GRIEVANCE PROCEDURES**

The appeals policy will follow the standards described in Section 6150 et seq., of the state relocation guidelines and Agency adopted guidelines. Displacee households have the right to ask for review concerning their rights to relocation assistance eligibility, assistance amounts, or the failure to provide appropriate referrals to comparable, replacement housing.

## **PROJECTED DATES OF DISPLACEMENT**

The Agency expects to issue 90 Day Notices-To-Vacate by November 15, 2001 and site clearance by approximately February 15, 2002.

## **ESTIMATED RELOCATION COSTS**

The estimated cost of relocation benefits for the Project based on the displacement of the twelve (12) residential households described in this Plan is:

**\$ 274,000.00**

This estimate is based upon non-verified income and rental information provided during tenant interviews and assumptions concerning market rates for required replacement housing units. This budget estimate makes no provision for the relocation of additional residential or commercial tenants, acquisition costs or consulting fees.

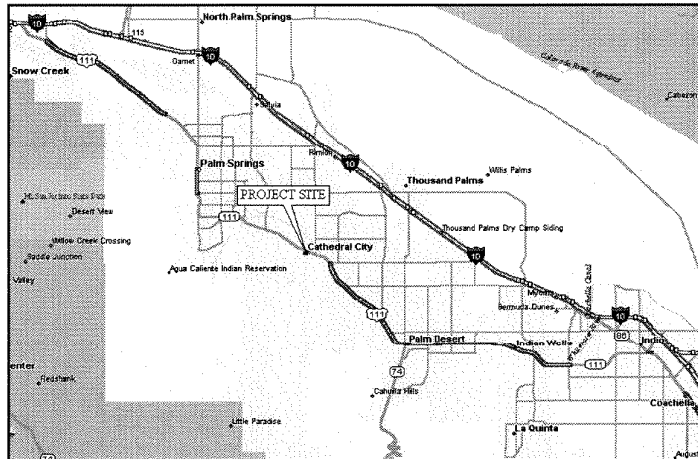
If the Project is implemented and circumstances arise that should increase the number of eligible displacees or the total amount of required assistance, the Agency will provide such additional funds as may be necessary to meet its lawful obligations. The Agency is committed to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project.

## **TABLE OF ATTACHMENTS**

<b>Attachment 1:</b>	Project Site Maps
<b>Attachment 2:</b>	Household Characteristics and Needs
<b>Attachment 3:</b>	H.U.D. Annual Income Limitations - Riverside County (2001)
<b>Attachment 4:</b>	Informational Statement for Displaced Households
<b>Attachment 5:</b>	Fixed Moving Payment Schedule
<b>Attachment 6:</b>	Computation of Rental Assistance Payments (RAP)
<b>Attachment 7:</b>	Procedures for Relocation Payments and Assistance
<b>Attachment 8:</b>	Summary of Public Comments on The Relocation Plan and Agency Response (Pending)

**ATTACHMENT1**

**PROJECT SITE MAPS**



Regional Project Location



Project Site Location

**ATTACHMENT 2**

**HOUSEHOLD CHARACTERISTICS  
AND NEEDS**

MERCY HOUSING PROJECT, CATHEDRAL CITY, CA										
Household	Income: Very Low, Lower, Median, Moderate	Tenant Move-in Date	No. of Adults (Age 18+)	No. and, Ages of Children	Persons with Disabilities (Number)	Elderly Persons (Number)	Current Monthly Rent	Current No. of Bedr'ms	No. of Bedr'ms Required	Dominant Household Language Needs
O	Very Low	01/01/96	4	2 (16, 4)	N/A	N/A	\$450.00	3	3	N/A
H	Unknown	01/01/85	4	N/A	N/A	N/A	N/A	2	2	Spanish
T	Lower	01/01/94	2	N/A	N/A	N/A	\$225.00	0	0	N/A
S	Lower	01/01/99	3	N/A	N/A	N/A	\$475.00	2	2	Spanish
A	Unknown	01/01/67	1	N/A	1	1	N/A	2	2	N/A
W	Lower	06/01/98	2	2 (6, 4)	N/A	N/A	\$495.00	2	2	Spanish
Q	Unknown	Unknown	1	N/A	N/A	N/A	\$345.00	0	0	N/A
N	Very Low	01/01/77	2	1 (15)	N/A	N/A	\$240.00	1	1	N/A
Y	Unknown	Unknown	1	N/A	N/A	N/A	\$240.00	1	1	N/A
X	Very Low	02/01/94	2	4 (11, 10, 7 and, 2) +/	N/A	N/A	\$255.00	1	3	Spanish
V	Lower	01/01/96	3	2 (9 and 7)	N/A	N/A	\$600.00	2	2	Spanish
C	Lower	01/01/89	4	N/A	N/A	N/A	\$480.00	1	2	Spanish
B	Above Moderate	01/01/99	6	1 (17)	N/A	N/A	\$345.00	1	3	Spanish

**ATTACHMENT 3**

**H.U.D. ANNUAL INCOME LIMITATIONS  
RIVERSIDE COUNTY (2001)**

## HUD ANNUAL MEDIAN INCOME LIMITATIONS - RIVERSIDE COUNTY (2001)

The following figures are approved by the U. S. Department of Housing and Urban Development (H.U.D.) for use in the County of Riverside to define and determine housing eligibility by income level.

<b>Area Median: \$49,900</b>				
<b>Family Size</b>	<b>Very Low Annual Income</b>	<b>Lower Annual Income</b>	<b>Median Annual Income</b>	<b>Moderate Annual Income</b>
<b>1 Person</b>	17,450	27,950	34,950	41,950
<b>2 Person</b>	19,950	31,950	39,900	47,900
<b>3 Person</b>	22,450	35,950	44,900	53,900
<b>4 Person</b>	24,950	39,900	49,900	59,900
<b>5 Person</b>	26,950	43,100	53,900	64,700
<b>6 Person</b>	28,950	46,300	57,900	69,500
<b>7 Person</b>	30,950	49,500	61,900	74,300
<b>8 Person</b>	32,950	52,700	65,850	79,050

Figures are per the Department of Housing and Community Development (California), Division of Housing Policy Development, Promulgated **April 20, 2001**

**ATTACHMENT 4**

**INFORMATIONAL STATEMENT  
FOR  
DISPLACED HOUSEHOLDS**

# INFORMATIONAL STATEMENT FOR FAMILIES AND INDIVIDUALS

- I. GENERAL INFORMATION
- II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING
- III. MOVING BENEFITS
- IV. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS
- V. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS
- VI. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS
- VII. LAST RESORT HOUSING ASSISTANCE
- VIII. RENTAL AGREEMENT
- IX. APPEAL PROCEDURES - GRIEVANCE
- X. TAX STATUS OF RELOCATION BENEFITS
- XI. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

## I. GENERAL INFORMATION

The city of Cathedral City - the 'Agency' - is proposing to develop a seniors housing project; the development of which would require the acquisition, and/or clearance of the property in which you now reside. **This is not a notice to vacate** and, **does not establish eligibility** for relocation payments, or other relocation assistance. Should the project proceed and, the Agency acquires the property and you are displaced as a result, you **may** be eligible for relocation assistance.

Please read this information as it will be helpful to you in determining your eligibility and the amount of your relocation benefits under federal, and/or state law. We suggest you save this informational statement for reference.

The Agency has retained the services of *Pacific Relocation Consultants*; a qualified, professional relocation firm, to assist you. The firm is available to explain the program and benefits. Their address and telephone number is:



***Pacific Relocation Consultants***  
**100 West Broadway Avenue, Suite 300**  
**Long Beach, CA 90802-4432**  
**Phone: 800.400.7356**

Spanish speaking representatives are available. **Si necesita esta información en Español, por favor llame a su representante.**

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your representative with *Pacific Relocation Consultants* so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law, or regulations pertaining to the Agency's relocation assistance program.

## II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Agency, through its relocation representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate, and available housing units. You are encouraged to actively seek such housing yourself.

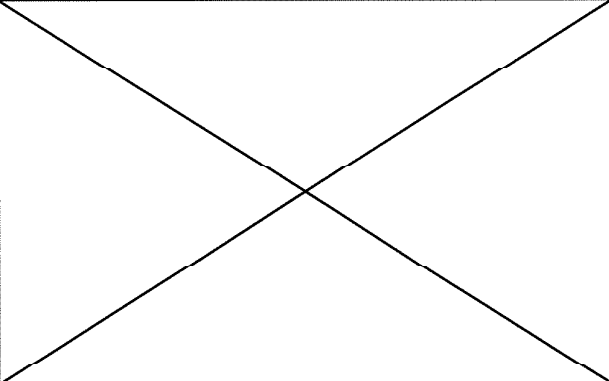
When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and, sound heating electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## III. MOVING BENEFITS

If you must move as a result of displacement by the Agency, you will receive a payment to assist in moving your personal property. There are two types of moving payments. You have the option of selecting either one of the following types of moving payments:

### A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Agency, and ranges, for example, from \$575 for one furnished room to \$2,000 for eight rooms in an unfurnished dwelling. (For details see the table below). Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

FIXED MOVING SCHEDULE			
Occupant owns furniture		Occupant does <u>NOT</u> own furniture	
1 room	\$575.00	1 room	\$375.00
2 rooms	\$750.00	each additional room	\$60.00
3 rooms	\$925.00		
4 rooms	\$1,100.00		
5 rooms	\$1,325.00		
6 rooms	\$1,550.00		
7 rooms	\$1,775.00		
8 rooms	\$2,000.00		
each additional room	\$200.00		

If you select a fixed payment, you will be responsible for arranging for your own move and the Agency will assume no liability for any loss or damage of your personal property.

## **B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for Agency approval.

## **IV. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$5,250 to assist you in renting, or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied your present dwelling for a least 90 days prior to the Agency's first offer to purchase the property or, an owner who has occupied your dwelling for between 90 and 180 days prior to the Agency's first offer to purchase the property.

### **A. Rental Assistance**

If you qualify and **wish to rent** your replacement dwelling, your rental assistance benefits will be based upon the difference, over a forty-two (42) month period, between the rent you must pay for a comparable replacement dwelling and, the lesser of your current rent or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

### **B. Down-payment Assistance**

If you qualify and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment toward the down-payment, and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

## **V. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS**

**A.** If you owned, and occupied a dwelling, purchased by the Agency, for **at least 180 days** prior to the first offer to purchase, you may be eligible to receive a payment of up to \$22,500 to assist you in purchasing a comparable replacement unit. If you owned and occupied the displacement dwelling for **at least 90 days but not more than 180 days** immediately prior to the date of the Agency's offer to purchase, you may be eligible for a payment of up to \$5,250. This payment is intended to cover the following items:

- 1. Purchase Price Differential** - An amount which, when added to the amount for which the Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Agency as necessary to purchase a comparable replacement dwelling. Your relocation representative will explain both methods to you.

**2. Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation representative will explain limiting conditions.

**3. Incidental Expenses** - Those one-time costs incidental to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

**B. Rental Assistance Option** - If you are an owner-occupant and choose to rent, rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to \$5,250. The payment will be based on the difference between the fair market rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

## **VI. QUALIFICATION FOR, AND FILING OF RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the later of** the following:

1. For a tenant, the date you move from the displacement dwelling
2. For an owner-occupant, the date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court, or
3. The date the Agency fulfills its obligation to make available comparable replacement dwellings.

All claims for relocation benefits must be filed with the Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **VII. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move or, if replacement housing is not available within the monetary limits described above, the Agency will provide 'Last Resort Housing' assistance to enable you to rent, or purchase a replacement dwelling on a timely basis. Last Resort housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and last resort eligibility must be applied toward the down-payment of the home you intend to purchase.

## **VIII. RENTAL AGREEMENT**

As a result of the Agency's action to purchase the property where you live, you may become a tenant of the Agency for some period of time. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid; when rent payments are due; where they are to be paid; and, other pertinent information.

Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one, or more of the following infractions:

- A. Failure by tenant to pay rent; except in those cases where the failure to pay is due to the lessor Agency's failure to keep the premises in habitable condition; is the result of harassment, or retaliatory action; or, is the result of a discontinuation, or substantial interruption of services;
- B. Performance, by tenant, of dangerous and/or illegal act in the unit, or upon the property;
- C. Material breach of the rental agreement by tenant, and failure to correct breach within 30 days of notice;
- D. Maintenance of a nuisance by tenant, and failure to abate within a reasonable time following notice;
- E. Refusal of tenant to accept one of a reasonable number of offers of replacement dwellings; or
- F. The eviction of tenant is required by State, or local law and, cannot be prevented by reasonable efforts on the part of the Agency.

## **IX. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for a relocation payment, or the amount of a payment, may have his/her claim reviewed or reconsidered in accordance with the Agency's appeals procedure. Complete details on appeal procedures are available upon request from the Agency.

## **X. TAX STATUS OF RELOCATION BENEFITS**

Relocation benefit payments are not considered as income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11(commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Nevertheless, you should consult with a personal tax adviser for the most recent interpretation of tax law.

## **XI. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

**ATTACHMENT 5**

**FIXED MOVING PAYMENT SCHEDULE**

<b>Fixed Moving Payment Schedule</b>	
<b>Occupant Owns Furniture</b>	
One room	\$575.00
Two rooms	\$750.00
Three rooms	\$925.00
Four rooms	\$1100.00
Five rooms	\$1,325.00
Six rooms	\$1,550.00
Seven rooms	\$1,775.00
Eight rooms	\$2000.00
each additional room	\$200.00
<b>Occupant Does NOT Own Furniture</b>	
First Room	\$375.00
each additional room	\$60.00

**ATTACHMENT 6**

**COMPUTATION  
OF  
RENTAL ASSISTANCE PAYMENTS**

Computation of Rental Assistance Payments		
1. Old Rent	\$544	Old Rent, plus Utility Allowance
or,		
2. Ability to Pay	\$445	30% of the Gross Household Income*
3. Lesser of lines 1 or 2	\$445	
Subtracted From:		
4. Actual New Rent	\$550	Actual New Rent including Utility Allowance
or,		
5. Comparable Rent	\$575	Determined by City; includes Utility Allowance
6. Lesser of lines 4 or 5	\$550	
7. Yields Monthly Need:	\$105	Subtract line 3 from line 6
Rental Assistance	\$4,410	Multiply line 7 by 42 months

\* Gross income means the total annual income of an individual less the following: (1) a deduction of \$500.00 for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitated family members when determined to be necessary to employment of the head of household or spouse, except that the amount deducted shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

**ATTACHMENT 7**

**PROCEDURES FOR  
RELOCATION ASSISTANCE PAYMENTS**

## **PROCEDURES FOR RELOCATION ASSISTANCE PAYMENTS**

### **A. Relocation Advisory Assistance**

As a function of the overall relocation program, technical and advisory assistance will be provided by the Agency, through its relocation representatives, to all residential displacees. The following specific activities will occur:

1. Each household affected by the project will be personally interviewed to gather information appropriate to determine needs and preferences with regard to the replacement of existing accommodations. Should an occupant be unavailable, or refuse contact, "in-depth" personal interviews will be performed within a reasonable period after adoption of this Plan. Inquiries made of residential occupants by relocation personnel will cover the following areas: family size, ethnic background, age and health considerations, employment status, family income, transportation needs, and locational preferences related to replacement housing (e.g., proximity to schools, work, medical facilities, etc.).
2. A printed Residential Informational Brochure will be provided to all displaced persons. A Spanish Language Residential Informational Brochure will be provided to those households whose primary language is Spanish. Signed acknowledgments will be obtained to verify receipt of this material.
3. Field surveys will be conducted in order to identify available housing resources and, at least one - and preferably three - appropriate replacement housing referrals will be made, on a timely basis, to residential displacees requiring same.

In addition, every effort will be made to find comparable replacement housing units which are reasonably accessible to currently utilized medical facilities, places of employment, schools, shopping areas and, public transportation.

4. As soon as feasible, the relocation consultant shall contact the person to be displaced and explain the relocation payments, and other assistance for which the person may be eligible; the related eligibility requirements; and the procedures for obtaining such assistance.
5. Persons who are unable to understand the information shall be provided appropriate translation services, where necessary.
6. Transportation will be provided, if necessary, for any displaced occupant to inspect replacement sites within the local area. Specific assistance may also be provided to senior citizens in finding housing near friends, relatives, medical facilities and convenient transportation.

7. Assistance will be offered to all displacees in connection with the completion of applications for replacement housing; the filing of claim forms to request relocation benefits; and to obtain services from other public agencies.
8. Special assistance in the form of referrals to governmental, and social service agencies will be made, if needed.

**B. Relocation Benefits (Financial Assistance)**

Benefits will be paid to eligible displaced persons upon submission of required claim forms, and documentation in accordance with approved, Agency procedures. Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees.

In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

**1. Permanent Displacees**

**a. Residential Moving Expense Payments**

All permanent displacees will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon a fixed schedule, or according to the cost of professional services.

**(1) Actual Cost (Professional Move)**

If the displacee elects to have a licensed, professional mover perform the move, the actual cost of the moving services, based on at least two acceptable bids, will be compensated either in the form of a direct payment to the mover or, as reimbursement to the displacee upon presentation of a paid invoice. Transportation costs are limited to a distance of fifty (50) miles. In addition to the actual move, costs associated with utility hook-ups (i.e. gas, water, electricity, phone and cable, if any) are eligible for reimbursement.

**(2) Fixed Payment In-Lieu of Actual Moving Cost**

A fixed payment for moving expenses is based on the room count in the occupied dwelling. The fixed payment includes all utility connections as described above.

The current schedule for fixed moving payments is set forth in the Table at **Attachment 5**, above.

**b. Rental Assistance Payments To 90-Day Residential Tenants Who Re-Rent**

Residential tenants to be permanently displaced, who have established their residency within the site of the proposed Project for a minimum of 90 days prior to the adoption of this Plan by the Agency; and, who choose to re-rent, will be eligible to be compensated for first and last months rent - to include any security deposit - required at their new residence, including the cost of utility connections.

**c. Housing Assistance Payment for Persons Who Are Not 90-Day Occupants**

A person who is permanently displaced from a dwelling that he or she did not occupy for at least 90 days prior to the adoption of this Plan by the Agency is not entitled to a housing assistance payment. (This includes tenants who moved into the displacement dwelling after the adoption of this Plan, as well as those moving into a unit less than 90 days before the adoption of this Plan.) However, the Agency will provide the assistance necessary to enable such person to move to a comparable replacement dwelling.

**2. Last Resort Housing Payments**

While recourse to that part of the Statutes generally referred to as 'Last Resort Housing' may be anticipated, nevertheless, a displaced person is entitled to a 'Supplemental Relocation Payment', or 'Last Resort Housing' assistance when, in a single residential case, the computed total of rental assistance eligibility exceeds \$5,250. This type of situation is likely to develop among low-income families, and/or in environments where Project site rents are particularly low compared to rents on the open, general market.

Based on survey results, it appears that there will be an adequate supply of replacement housing to meet the needs of displaced residential tenants, however, a combination of factors - which would include, in relation, the income levels of project site tenants; project site rents; and a relatively high cost of replacement rent - is anticipated to create the need for some last resort housing payments.

Residential tenants who do not meet the 90-day residency test may otherwise qualify for last resort housing assistance if their ability-to-pay is not sufficient to pay for comparable, decent, safe and sanitary replacement housing. Replacement rent is within a tenant's ability-to-pay if it does not exceed 30% of the gross household income.

### **Tenant-Occupants**

When Rental Assistance eligibility exceeds \$5,250, Project displacees may be eligible for a supplementary, or 'Last Resort Housing' Payment in order to ensure access to comparable replacement housing.

Residential tenants who have not resided in the dwelling unit from which they were displaced for at least ninety (90) days prior to the initial written offer to purchase the property, and who therefore do not qualify for a Rental Assistance Payment or Down Payment Assistance Payment, may otherwise qualify for a Last Resort Housing Payment under this Section if comparable, decent, safe and sanitary housing is not available.

For purposes of qualification, the Agency must determine, and be satisfied that the displacee did not occupy property solely for the purpose of obtaining relocation assistance.

### **C. Relocation Benefits - Procedures**

Claims and supporting documentation for relocation benefits must be filed with the Agency within eighteen (18) months from:

- The date the claimant moves from the acquired property; or,
- The date on which final payment for the acquisition of real property is made, whichever is later.

The procedure for the preparation, and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance.
2. Assistance amounts will be determined in accordance with the provisions of California Relocation Law and HUD guidelines.
3. Required claim forms will be prepared by relocation personnel, in conjunction with claimants. Signed claims and supporting documentation will be submitted by relocation personnel to the Agency.

4. The Agency will review, and approve claims for payment, or request additional information.
5. The Agency will issue benefit checks which will be available at Agency offices for disbursement to Claimants, unless circumstances dictate otherwise.
6. Final payments will be issued after confirmation that the Project area premises have been completely vacated, and actual residency at the replacement unit is verified.
7. Receipts of payment will be obtained and maintained in the relocation case file.

**D. Relocation Tax Consequences**

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1986, or the Personal Income Tax Law, Part 10 of the Revenue and Taxation Code. The preceding statement on tax consequences is not intended to be provision of tax advice by the Agency, their (the Agency's) Agents, Consultants, Servants or, Assigns. Displacees are encouraged to consult with their own tax advisors concerning the tax consequences of relocation payments.

**Summary**

In all instances, specific eligibility requirements, and detailed compensation plans will be developed for, and explained on an individual basis to displacee households. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

**ATTACHMENT 8**

**SUMMARY OF PUBLIC COMMENTS ON  
THE RELOCATION PLAN AND AGENCY RESPONSE**

**(PENDING)**

RESOLUTION NO. R-\_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, APPROVING THE RELOCATION PLAN FOR THE MERCY HOUSING PROJECT and TWO UNITS ON BUDDY ROGERS DRIVE, BOTH WITHIN PROJECT AREA NUMBER ONE.

**WHEREAS**, the Redevelopment Agency of the City of Cathedral City, (the “Agency”) is a redevelopment agency, duly created and activated pursuant to the provisions of Section 33000 *et seq.* of the Health and Safety Code of the State of California by a duly adopted Ordinance of the City of Cathedral City; and

**WHEREAS**, the City Council of the City of Cathedral City, California (the City Council) along with the Agency have caused the adoption of redevelopment plans (the “Plans”) for Redevelopment Project Area Number 1 (the “Project Area”); and

**WHEREAS**, the Agency is engaged in activities necessary to effectuate the Plans by providing for the acquisition and disposition of certain real property located within the boundaries of the Project Area to be used for the construction of new affordable housing; and

**WHEREAS**, the Agency has indicated it’s intention to redevelop an area within the Project Area; and

**WHEREAS**, Pacific Relocation Consultants have surveyed the residents that will be affected by the demolition of the existing housing units and has prepared a Relocation Plan in accord with State and Federal Relocation Laws and Policies including Government Code Section 7260, *et. seq.*, and Title 25, Chapter 6, Relocation Assistance and Real Property Acquisition, as amended January 1, 1998; and, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the implementing regulations of Handbook 1378 of the Department of Housing and Urban Development (HUD); and

**WHEREAS**, copies of the draft Relocation Plan have been made available for public review and comment for at least 30 days and have been distributed to the affected resident households and to various public service agencies and groups; and

**WHEREAS**, comments received from the public have been reviewed and attached to the Relocation Plan; and

**WHEREAS**, the Agency Board of Directors has duly considered the draft Relocation Plan and believe that the Plan is in the best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purpose and provisions of applicable State and local law and requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of the City of Cathedral City as follows:

**SECTION 1.** The Relocation Plan for the Mercy Housing project plus two additional apartments at 68941 Buddy Rogers Drive does meet the legal requirements for such a Relocation Plan.

**SECTION 2.** The Relocation Plan for the Mercy Housing project plus two additional apartments at 68941 Buddy Rogers Drive is hereby adopted for the affected occupied residential units.

**SECTION 3.** The Executive Director is hereby authorized to implement the Relocation Plan for the 12 affected households and to authorize payment of relocation benefits authorized by the Relocation Plan.

**SECTION 4.** This Resolution shall take effect upon its adoption.

**SECTION 5.** The Agency Secretary shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

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Resolution R-\_\_\_\_\_

**APPROVED AND ADOPTED** by the Board of Directors of the Redevelopment Agency of  
the City of Cathedral City, this 14th day of November, 2001.

\_\_\_\_\_  
CHAIRMAN

**ATTEST:**

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DEPARTMENT HEAD

**APPROVED AS TO FORM:**

**APPROVED:**

\_\_\_\_\_  
AGENCY COUNSEL

\_\_\_\_\_  
EXECUTIVE DIRECTOR

**CITY OF CATHEDRAL CITY  
AGENDA REPORT**

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**SUBJECT:** Extension of the Existing Plan-Checking & Miscellaneous Services Contract with Berryman & Henigar and Authorizing the Hiring of Hall & Foreman, Inc. to Provide All Engineering, Planning Oversight and Administration of the Rio Vista Village Mello-Roos Community Facilities District and to Provide Engineering, Planning Plan Check Services for the CFD and All Other Development Review as Required.

**DEPARTMENT:** Community Development

**DIVISION:** Engineering

**MEETING DATE:** 14 November 2001

**CONTACT PERSON:**  Jerry V. Jack

**DEADLINE FOR ACTION:** N/A

**APPROVED:**

  
Department

  
City Manager

  
Finance

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**RECOMMENDATION:**

That Council authorize the extension of the plan-checking and miscellaneous services contract with Berryman & Henigar (B&H) and authorize staff to contract with Hall & Foreman, Inc. to provide engineering, planning plan check services for the Rio Vista Community facilities District (CFD) and all other development review as required.

**BACKGROUND/ANALYSIS:**

Berryman & Henigar was hired in 2000 to provide CFD oversight and plan checking services due to the work load of staff and the complexity of the CFD billing and contract tracking. Council approved that contract in conjunction with the CFD approvals.

The existing contract for professional services with Berryman & Henigar expired officially on 7/31/2001. B&H has continued providing services for both the Rio Vista CFD and other Tract plan-checking under the terms of that contract. To date the City has paid B&H \$185,000 for services related to the Rio Vista CFD. This is fully reimbursed to the City by the developer (Burnett) on a pay-as-you-go basis. The City has also paid B&H total to-date of \$35,000 for other Tract and development plan-checking services. This is paid for by the plan-checking or development fees collected from the developers.

The initial staff decision to hire B&H was based on a number of factors after a thorough RFP review and interview process. One very key component was the presence of a person at B&H who was clearly an outstanding CFD oversight experienced professional. About 6 months ago, that person left B&H to become a principal at another firm (Hall & Foreman).

Staff met with B&H and they assigned a new qualified person to the CFD oversight, but as of 2 weeks ago that person has left.

Last Friday the City received a letter of request from Burnett to conclude the B&H contract for construction oversight services and asked that we hire Hall & Foreman for this service under a contract with the same terms as the B&H contract. Since Burnett pays 100% of these costs, and the City is providing the impartial buffer between the CFD funds and the developer, staff feels it is appropriate to agree with the request of the developer. The request to contract with Hall & Foreman is logical as this is the firm where the original person working for B&H went to as a principal. As a result, the oversight will remain with a highly qualified professional who is intimately involved with the project.

B&H has done an excellent job in the plan checking and miscellaneous services portion of the contract provided to date, and staff will continue to rely on them for these important services under the new contract with B&H.

#### **FISCAL IMPACT:**

No actual City impact since all fees paid to either B&H or Hall & Foreman will be paid for by the developer(s).

Both the existing B&H contract and the proposed Hall & Foreman contract are an hourly fee based contract with no set minimum/maximum total amounts. The Hall & Foreman hourly rates are in line with the existing rates we are paying B&H, with Hall & Foreman's rates being perhaps a few dollars an hour lower overall.

#### **OTHER ALTERNATIVES:**

1. Do an FRP process to replace B&H. This could delay the on-going field construction by days or weeks depending on the interview timings. Generally, any firm we hire that is qualified and carries a high level of trust will be charging the same hourly rates as either B&H or Hall & Foreman, and no practical cost savings would be seen by doing an RFP.
2. Continue all services with B&H. Staff feels that the Burnett request carries a significant weight which does not make this a preferred alternative.

#### **ATTACHMENTS:**

None

**CITY OF CATHEDRAL CITY  
CITY COUNCIL AGENDA**

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**SUBJECT: Dinah Shore Drive Widening-Mid Valley Parkway Project: Approval of Contract Change Order for Pavement Rehabilitation.**

**DEPARTMENT: Engineering**

**MEETING DATE: November 14, 2001**

**DIVISION: Engineering**

**DEADLINE FOR ACTION: N/A**

**CONTACT PERSON: Jerry V. Jack, Traffic & Development Manager**

**APPROVED:** \_\_\_\_\_

**Department**

  
**City Manager**

  
**Finance**

**RECOMMENDATION:**

That the City Council approve a Contract Change Order in the Dinah Shore Widening Contract with Granite Corporation, in an amount to be approved by CVAG for pavement rehabilitation and related work, on Dinah Shore Drive, between Date Palm and Cathedral Canyon Drive, and authorize an additional 5% contract contingency to the project.

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**BACKGROUND/ANALYSIS:**

Last August, Council awarded a contract to Granite Corporation for the widening and improvement of Dinah Shore Drive, between the Dinah Shore (Whitewater) Bridge and Plumley Road. That project included widening, construction of cul-de-sacs and raised median islands, sidewalks, lighting, and limited pavement work. A large portion of that contract is being funded by CVAG pursuant to previous Mid Valley Parkway agreements with the City.

Since this was a named project on the Measure "A" ballot (Mid Valley Parkway), CVAG is anxious to finish all needed improvements on the highway.

During initial design, Staff was aware that some of the existing pavement on Dinah Shore between Date Palm and Cathedral Canyon was distressed and cracking, but did not include its rehabilitation or replacement in the contract bid for economy reasons.

Subsequent conversations with CVAG staff, however, have indicated their willingness to participate in the cost of the needed pavement repair in the interest of doing a complete project.

About 47,000 square feet would require repaving. Based upon preliminary cost spreads, CVAG would pay 100% of these costs since this area lies within the portion they are paying for at that percentage. CVAG staff supports the City in going forward with the repair of this pavement, provided Granite final Change Order quote cost is a reasonable one. (Staff has asked Granite for a Change Order quote, but at the writing of this report had not received that quote. If the actual quote is available at the Council meeting, staff will

verbally give that number to Council).

City Staff recommends that Council approve a Contract Change Order with Granite in an amount that is acceptable to CVAG to accomplish this pavement rehabilitation.

Since the original 10% contingencies approved by Council at award of the bid have largely been expended, staff asks permission to extend the contingency amount authorization for the project to an additional 4% of the original contract (\$50,000). Staff recommends that the CIP project "Varner Road-Edom Hill Road Intersection Improvement" (#8937) be cancelled and that the \$50,000.00 of Measure A funds in that project be placed in the Dinah Shore Drive (City Portion) CIP. This amount is separate from and in addition to the amount being paid by CVAG for the asphalt rehabilitation.

**FISCAL IMPACT:** The City funds in this contract are committed to the basic contract and supporting services. The amounts approved at contract award for contingencies have been committed to additional work and other necessary field changes.

**ATTACHMENTS:**

None

## CATHEDRAL CITY REDEVELOPMENT AGENCY AGENDA REPORT

**SUBJECT:** Distribution of Monies from Waste Management of the Desert's Insurance Company related to the IMAX Building damage

**Department:** Redevelopment

**Meeting Date:** November 14, 2001

**Contact Person:** Susan Moeller

**Deadline for Action:**

**APPROVED:**

  
Department

  
City Manager

  
Finance

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**RECOMMENDATION:** That the Agency Board authorize the release of monies currently totaling Forty-Eight Thousand Two Hundred Forty Five Dollars (\$48,245) and any future monies, from Waste Management of the Desert's claim management firm of Gallagher Bassett for repairs and fees related to the repair of the IMAX Building.

**BACKGROUND:** On Wednesday, September 25, 2001, a Waste Management POD truck rolled from a vacant lot behind the Circle K (located on Cathedral Canyon Drive), across Cove Street, past the Moose Lodge, across the sidewalk and all lanes on East Palm Canyon Drive, jumped the landscaped median and continued across the *right-turn only* lane, jumped the north curb and then crossed the grass area in front of the IMAX Building, finally striking and coming to a rest on the south elevation of the IMAX Building.

**ANALYSIS:** The Festival of Festivals' office was damaged by the impact. Since the event's box office was scheduled to open October 20, 2001, Waste Management of the Desert and staff proceeded to expedite repair of the building.

On September 26, 2001, Agency staff and the City's Environmental Conservation Manager, who is the City's liaison with Waste Management of the Desert, met with the Senior Adjuster from David Morse & Associates who represents Gallagher Bassett Service, Inc. to discuss repairing the damage to the IMAX Building. The adjuster understood the urgency of the matter and expeditiously authorized R.S. Beck Construction to proceed with the repair of the building.

R.S. Construction has completed a majority of the work and now wishes to receive payment for the work completed. The Agency has received a Forty-Eight Thousand Two Hundred Forty-Five Dollar (\$48,245) check from the insurance as initial payment for the repairs required. Staff, however, needs Council authorization for the payment to R.S. Construction, which will ultimately total Forty-Seven Thousand Eight Hundred Twenty-Three Dollars (\$47,823). As the work nears completion, Gallagher Bassett Services, Inc. may need to provide the

Agency with additional funds to completely restore the IMAX Building to its condition prior to the accident. Therefore, Agency staff is recommending approval, as well, for distributing any additional monies being requested that may be received from Gallagher Bassett Services for repair of damage related to the accident.

The remaining Four Hundred Twenty Dollars (\$420) related to this action will be paid to Festival of Festivals as reimbursement for the relocation of utilities, and for movers required to move them from one space to another, so that the repair process could begin.

**FISCAL IMPACT:** There is no fiscal impact to the City or Agency because all of the expenses related to the incident are and shall be the responsibility of Waste Management of the Desert. The action simply authorizes the distribution of the insurance funds as appropriate.

IMAX127JC

CONTINUED TO 11/14/01

**CITY OF CATHEDRAL CITY  
CITY COUNCIL AGENDA**

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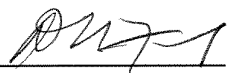
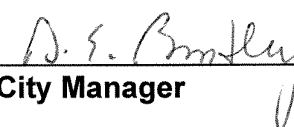

**SUBJECT: Ritz Carlton Golf Course: Parcel Map PM 29719: Approval of Final Parcel Map.**

**DEPARTMENT: Engineering**

**MEETING DATE: October 24, 2001**

**DEADLINE FOR ACTION: N/A**

**CONTACT PERSON: Dave Faessel, City Engineer**

**APPROVED:**     
**Department City Manager Finance**

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**RECOMMENDATION:**

That the City Council approve the final map of Parcel Map 29719, accept the dedications made to the City on the final map, and authorize execution of the performance agreement.

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**BACKGROUND/ANALYSIS:**

The tentative map for Parcel Map 29719, located along the East Cathedral Canyon wash, was approved by the City Council in July of 2000. The tentative map consists of 11 parcels, owned by the City of Cathedral City, the Redevelopment Agency of the City of Cathedral City, and the City of Rancho Mirage. The purpose of the map is to create several parcels to facilitate the development and construction of a golf course.

The City has already executed two leases with the golf course developer covering the land to be developed. The parcels being created outside of the proposed golf course will remain vacant. Several of these, located within Rancho Mirage, have conservation easements on the parcels.

The total area within the map is 987.8 acres. The four parcels being developed as a golf course total about 157 acres.

This map divides land within both the City of Cathedral City and Rancho Mirage. Consequently, both cities must approve and sign the final map.

**Final Map:** The developer's (lessee's) engineer has prepared a final map, which is ready for final map approval. The land has been surveyed and the final map has been submitted and reviewed. The map is in conformance with the tentative map and with the State Subdivision Map Act. All required securities have been posted to guarantee completion of all improvements, and the developer has executed a performance agreement.

**Dedications:** The map dedicates easements along the channel levee for emergency access and for public services. At the Council and Agency meeting of September 10, 2001, the Council and Board authorized the dedication of the easements to the City. Staff recommends that these offers be accepted.

**Conditions:** A number of conditions were applied to this map and to the related Conditional Use Permit. Other conditions from various leases, development agreements, and other agreements between the various parties involved also have been applied to the approval of this map. All of these have been reviewed and those pertinent to the final map approval have been complied with.

**Subdividers:** The City of Cathedral City and its Redevelopment Agency are land owners in the parcel map and as such are subdividers, per the State Subdivision Map Act. At the Council and RDA meeting of September 10, 2001, the Council and Agency Board authorized their respective officers to sign this map as subdividers.

**FISCAL IMPACT:**

Approval and recordation of this map will allow the construction of the golf course. Construction and use of the course will initiate lease payments to the City, per the terms of the existing leases with the developer.

**ATTACHMENTS:**

None

**REDEVELOPMENT AGENCY OF  
CITY OF CATHEDRAL CITY  
AGENDA REPORT**

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**SUBJECT:** Call for Bids for Rehabilitation of 67116 Mission Drive for  
"Officer Next-Door" Program

**DEPARTMENT:** Redevelopment

**Meeting Date:** November 14, 2001

**CONTACT PERSON:** Warren Bradshaw / Charlene Sumpter

**APPROVED:**

  
Redevelopment

  
Executive Director

  
Finance

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**RECOMMENDATION:** That the Cathedral City Redevelopment Agency Board:

- (1) Authorize staff to advertise and call for bids on the rehabilitation of the Agency owned single-family residence located at 67116 Mission Drive (APN 687-223-001) Cathedral City.
- (2) Authorize the temporary use of up to \$70,000.00 from Dream Homes Revitalization Program (CIP Acct # 8998) for rehabilitation of the "Officer Next-Door" home at 67116 Mission Drive

**BACKGROUND:** On February 28 the Redevelopment Agency Board authorized staff to purchase a Single Family Residence for the purpose of rehabilitation in the area known as the Dream Homes area of Cathedral City. The home was purchased through HUD's "Officer Next Door" Program for 50% less than the HUD's Minimum Auction Bid Price, and 40.5 % below the Appraised value by HUD.

HUD's Minimum bid price	\$52,650.00
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Appraised Value	\$65,000.00
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Purchase Price	\$26,325.00
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**ANALYSIS:**

The home is located in a blighted area with a strong focus on revitalization. Staff has determined the type of work that needs to be done by licensed professional as follows:

- Removal and replacement of roof
- Service and replacement of heating and air conditioners

- Removal and replacement of windows
- New stucco color coat
- Interior and exterior painting
- Removal and replacement of plumbing
- Possible renovation of septic and seepage pit
- Landscaping front and back yard
- Install new walkways
- Upgrade electrical system
- Removal and replacement of windows
- Texture interior walls
- Drywall repair and replacement
- Replacement of appliances and cabinets
- New fixtures throughout
- New interior and exterior doors and hardware
- Remove siding from carport

**A time frame has been set forth below which establishes a time line as to the building process commencement through completion:**

Advertise in newspaper of local circulation	11/16/2001
Bid Documents available	11/16/2001
Bid inspection Walkthrough	11/22/2001
Bid Opening	11/30/2001
Pre-Construction Meeting	12/4/2001
Begin Construction	12/10/2001
Date of Completion	01/18/2001

**NOTE THE TIME FRAME LISTED ABOVE COULD POSSIBLY BE EXTENDED TO AN ADDITIONAL THIRTY DAYS DEPENDING ON THE ASBESTOS TEST RESULTS. THIS WOULD BE TO ALLOW US TO REMOVE THE ASBESTOS SHOULD THERE BE ANY.**

**FISCAL IMPACT:** Sufficient funds are budgeted and available from the Fiscal Year 2001 Capital Improvement Project "Neighborhood Revitalization Dream Homes" (Account Number 8998). The revitalization of this home will serve as a proto-type for the rehabilitation of nearby homes of similar age, and design.

Additionally, this will increase pride of ownership in this neighborhood and be the start of revitalization for this blighted area.

The funds used for this rehabilitation would be repaid from the first mortgage-financing take out by the Cathedral City police officer after the home has been rehabilitated and re-appraised.